2735:

SUPREME COURT OF THE UNITED STATES.

No. 196.

GEORGE M. GILL, PERMANENT TRUSTEE FOR THE CREDITORS OF LYDE GOODWIN, PLAINTIFF IN ERROR,

vs.

ROBERT OLIVER'S EXECUTORS AND AL., TRUSTEES, &c.

IN ERROR TO THE COURT OF APPEALS FOR THE WESTERN SHORE OF MARYLAND.

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Gideon, Printer.

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Writ of error from the Supreme Court of the United States.

THE UNITED STATES OF AMERICA, ss.

The President of the United States, to the judges of the court of appeals for the Western Shore of Maryland, greeting:

Because in the record and proceedings, as also in the rendition of a decree of a plea, which is in the said court of appeals before you, or some of you, in which Charles Oliver, Robert M. Gibbs, and Thomas Oliver, executors of Robert Oliver, and John Glenn, and David M. Perine, trustees, &c., were appellants, and George M. Gill, permanent trustee of Lyde Goodwin, under the insolvent laws of Maryland, was appellee, a manifest error hath happened to the great damage of the said George M. Gill, trustee of the said Lyde Goodwin, as by his complaint appears. We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, that if decree be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at the city of Washington on the first Monday in December next, in the said Supreme Court to be then and there held; that the record and proceedings being inspected, the said Supreme Court may cause further to be done therein, to correct that error, what of right and according to the laws and custom of the United States should be done.

[L. S.]

Witness the honorable Roger B. Taney, chief justice of our Supreme Court, the first Monday in December, in the year of our Lord one thousand eight hundred and forty-eight.

THOMAS SPICER, *Clerk C. C.*

Issued 21st September, 1849.

Allowed.—September 21, 1849.

R. B. TANEY.

Know all men by these presents, that we, George M. Gill, Grafton L. Dulany, and Thomas P. Alricks, are held and firmly bound unto Charles Oliver, Robert M. Gibbs, and Thomas Oliver, executors of Robert Oliver and John Glenn, and David M. Perine, trustees, &c., in the just and full sum of five hundred dollars, ($500,) current money of the United States, to be paid to the said executors and trustees, their certain attorney or assigns; to which payment, well and truly to be made and done, we hereby bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this twenty-first day of September, in the year eighteen hundred and forty-nine.

Whereas, lately, in the court of appeals of the State of Maryland, held for the Western Shore, at the city of Annapolis, in a certain cause in said court depending, wherein the said executors and trustees were appellants, and the said George M. Gill, as permanent trustee of Lyde Goodwin, under the insolvent laws of Maryland, was appellee, the said appellants did obtain a reversal of the decree of Baltimore county court in the matter of the two several petitions of the said George M. Gill, as permanent trustee aforesaid, and a decree by the said court of appeals in favor of said executors.

And whereas the said George M. Gill, as permanent trustee as aforesaid, hath sued out the writ of the United States of America, for the correction of errors, and a citation directed to the said Charles Oliver, Robert M. Gibbs, and Thomas Oliver, executors of Robert Oliver, and John Glenn, and David M. Perine, trustees, &c., citing and admonishing them to be and appear at a Supreme Court of the United States, to be held at the city of Washington on the first Monday of December next, to shew cause, if any there be, why the decree of reversal so as aforesaid rendered, as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Now, the condition of the above obligation is such, that if the said George M. Gill, shall well and truly prosecute with effect his said writ of error, and pay to the said executors and trustees, &c., the costs and charges which have been adjudged to them in said court of appeals, and also all such costs and charges which may be awarded to them by the said Supreme Court, in case he, the said George M. Gill, shall fail to make the said plea good, then the above obligation to be void, otherwise to be and remain in full force and virtue.

GEORGE M. GILL, [SEAL.]
G. L. DULANY, [SEAL.]
T. P. ALRICKS. [SEAL.]

Signed, sealed, and delivered, in presence of—
JAMES A. THOMAS.

Approved, September 21, 1849. R. B. TANEY.

COURT OF APPEALS, *Western Shore, Maryland.*

I certify, that the aforegoing is a true copy of the original writ of error bond, on file in this office, in the cause to which it has reference.

[SEAL.] Witness my hand as clerk, and the seal of the said court, this 26th September, 1849. R. W. GILL, *Clerk, &c.*

THE UNITED STATES OF AMERICA, *ss.*

To Charles Oliver, Robert M. Gibbs, and Thomas Oliver, executors of Robert Oliver, and John Glenn and David M. Perine, trustees, greeting:

You are hereby cited and admonished to appear at a Supreme Court of the United States, to be held at the city of Washington on the first

Monday in December next, pursuant to a writ of error filed in the clerk's office of the court of appeals, for the Western Shore of Maryland, in a case wherein you were appellants, and George M. Gill, permanent trustee of Lyde Goodwin was appellee; to show cause, if any there be, why the decree rendered against the said George M. Gill, permanent trustee as aforesaid, in said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in this behalf.

Witness my hand and seal, this twenty-first day of September, in the year of our Lord one thousand eight hundred and forty-nine.

R. B. TANEY, [L. S.]

Chief Justice of the Supreme Court of the United States.

Service of the above citation admitted. Sept. 27, 1849.

J. R. McMAHON,

Counsel for Appellants in the Court of Appeals, Maryland.

MARYLAND, *sct:*

At a court of appeals of the State of Maryland, one of the United States of America, begun and held for the Western Shore of the said State, at the city of Annapolis, on the second Monday of June, being the eleventh day of the said month, in the year of our Lord one thousand eight hundred and forty-nine, and in the seventy-third year of the independence of the United States.

Present, the Hon. Thomas Beale Dorsey, chief judge; Ezekiel F. Chambers, Asa Spence, Alexander C. Magruder, Robert N. Martin, [and] William Frick, judges; Richard W. Gill, clerk.

In the record of proceedings of the same court, among others, were the following, to wit:

CHARLES OLIVER, Robert M. Gibbs, and Thomas Oliver, executors of Robert Oliver, John Glenn, and David M. Perine, trustees,

vs.

GEORGE M. GILL, permanent trustee of Lyde Goodwin, Benjamin C. Howard, David Hoffman, Charles F. Mayer, trustees of Hollins & McBlair, John Sullivan, and the United States.

Be it remembered, that now here, on the first Monday in December, being the sixth day of the said month, in the year of our Lord one thousand eight hundred and forty-seven, the chief judge and associate judges of the sixth judicial district of Maryland, in pursuance of the directions of the act of Assembly in such case made and provided, transmit to the court of appeals here the record of proceedings of a plea which was lately depending before them in the county court of Baltimore county, between George M. Gill, permanent trustee of Lyde Goodwin, complainant, and Charles Oliver, Robert M. Gibbs, and Thomas Oliver, executors of Robert Oliver, and John Glenn and David M. Perine, trustees, defendants, and wherein the said county court decreed for the

said George M. Gill, permanent trustee of Lyde Goodwin, against the said Charles Oliver and others, defendants, and from which said decree the said Charles Oliver, Robert M. Gibbs, and Thomas Oliver, executors of Robert Oliver, and John Glenn and David M. Perine, trustees, appealed to the court of appeals here, the tenor of which said record of proceedings is in form following, to wit:

STATE OF MARYLAND,
Baltimore county, to wit:

At a county court of the sixth judicial district of the State of Maryland, begun and held at the court-house, in the city of Baltimore, in and for the county aforesaid, on the second Monday of September, being the fourteenth day of the same month, in the year of our Lord one thousand eight hundred and forty-six.

Present, the honorable Stevenson Archer, chief judge; John Purviance, John C. Legrand, associate judges; John Kettlewell, esq., sheriff; A. W. Bradford, clerk.

Among other were the following proceedings, to wit:

PHILIP E. THOMAS and John White
vs.
DENNIS A. SMITH, James W. McCulloh, administrators; Job Smith, the President and Directors of the Mechanics' Bank of Baltimore, John Glenn, David M. Perine, William Gwyn, and James W. McCulloh, trustees; Mrs. Smith, William Brown, James Brown, John Patterson, Walter Smith, executor; Clement Smith, George Brown, Herman Perry, Virgil Maxcy, Sam'l Nevins, ——— Nevins, Joshua Lippencott, John S. Smith, Richard Harding, and A. H. Lawrence, and the President, Directors, and Company of the Bank of the United States.

Bill of complaint, &c.

Be it remembered, that heretofore, to wit, on the fourth day of October, in the year of our Lord one thousand eight hundred and forty-one, come into Baltimore county court here, sitting as a court of equity, the said Philip E. Thomas and John White, by John H. B. Latrobe, esq., their solicitor, and exhibited their bill of complaint, in form following, to wit:

To the honorable the judges of Baltimore county court, sitting in equity:

Humbly complaining shew unto your honors your orators, Philip E. Thomas and John White, that heretofore Dennis A. Smith, of the city of Baltimore, had and held a claim to a large amount against the Government and Republic of Mexico, which was by him assigned to a certain Job Smith; that the said Dennis A. Smith was at the same time

largely indebted to various persons; that the said Dennis, in view of said indebtedness, proposed to his creditors who held claims against him, verified and admitted by his signature, to assign and transfer, or cause to be assigned and transferred, to your orators, in trust for all the said creditors, and to and for the uses and purposes mentioned in the deed of trust executed for that purpose, the whole and entire claim which he had and held against the Government and Republic of Mexico, in full satisfaction of the claims of the said creditors, which the said creditors (except the Bank of the United States) agreed to accept, and to release the said Dennis A. Smith from all their respective claims. That the said Dennis A. Smith, joining with Job Smith aforesaid, did accordingly, on the seventeenth day of March, in the year eighteen hundred and twenty-five, by indenture of that date, bargain and sell, assign, transfer, set over, and confirm, unto your orators, their executors, and administrators, all the claims which the said Dennis A. Smith had against the Republic of Mexico and the Government thereof, and all sums of money and other effects which he was entitled to recover, obtain, or receive, from the said Republic or Government, either in his own right, or as assignee of any other person or persons; to have and to hold, receive, and take the same unto your orators and the survivor of them, and the executors and administrators of the survivor forever, in trust for the uses, intents, and purposes in the said indenture contained and declared. That in consideration of the said assignment the creditors of said Dennis A. Smith, who signed the indenture aforesaid as parties thereto, released, acquitted, and discharged the said Dennis A. Smith, his heirs, executors, and administrators, from all claims and demands against him, the said creditors agreeing to rely solely on the avails of the said assignment for satisfying and discharging their respective claims against said Dennis A. Smith, provided no claim which said creditors had against others than said Dennis A. Smith should be released by the execution of said assignment. That it was agreed by the terms of said indenture between said Dennis A. Smith and the subscribing creditors, that the said Dennis A. Smith, as the agent of the said creditors, should, within one year from the date of said indenture, proceed at his own expense to Mexico, and there use his best endeavors and influence to recover and obtain the claims assigned by said indenture, and should pay over in the hands of your orators, or the survivor of them, or the legal representatives of the survivor, the one full moiety or equal half part of all such sum or sums of money, securities, or other effects, as he should so obtain, after deducting from the gross amount all expenses, other than personal expenses, such amount received, and amount of expenses to be verified by the certificate of the American minister, or if no such minister, by the American consul at Mexico at the time of receiving the proceeds of, or securities for, said claim, which should be admitted by such of the parties subscribing said indenture as creditors as satisfactory. That it was further provided by said indenture that in consideration of the services so to be rendered by the said Dennis A. Smith, and the risk and expenses which he would incur, the several

subscribing creditors agreed that the said Dennis A. Smith should receive and retain to his own use, as a compensation, the other moiety or equal half part of the nett amount of what should be obtained and received either by him, or by any other agent that might be afterwards appointed for that purpose, or by any other person or persons whomsoever, from, out, or in consequence of the claims assigned as aforesaid. That to prevent misapprehension it was declared to be the true intent and meaning of said indenture, that the one equal half part of the nett amount which should be recovered and actually obtained by the said Dennis A. Smith, or other person or persons, from the said Republic or Government of Mexico, from or out of the assigned claims, should be divided among the creditors of the said Dennis A. Smith, parties of the fourth part to said indenture, according to their respective claims, verified as aforesaid, and that the proportionate part or share of the President, Directors, and Company of the Bank of the United States therein, agreeably to the amount of their claim against said Dennis A. Smith, should be paid and delivered over to them notwithstanding their refusal, omission, or neglect to sign and seal the said indenture, the partial security held by them for their claim notwithstanding; and that the other moiety or half part should be retained by the said Dennis A. Smith as aforesaid for his own use. That the said indenture further provided, that all the several claims of the said parties of the fourth part thereto, to wit, the subscribing creditors, verified and admitted as aforesaid, should be placed in the hands of your orators, trustees as aforesaid, for the purpose of shewing the proportion to which each of the creditors should be entitled, and to be delivered over to the said Dennis A. Smith. That the said indenture further provided, that your orators should not be bound to take any active measures for the recovery of the claims so assigned, nor should they be accountable for any loss that might happen to the same, but accountable only for so much thereof as might be actually received by them, or come to their hands. That the said indenture was signed by Dennis A. Smith, Job Smith, the President and Directors of the Mechanics' Bank, Robert Oliver, Roswell L. Colt, John Patterson, William and James Brown and Company, Clement Smith, James Mosher, Alexander Brown and Sons, Virgil Maxcy, S. and J. Nevins and Company, Hames and Lippencott, John C. Smith, Richard Harding, A. H. Lawrence and Company, A. H. Lawrence of the heirs of A. H. Lawrence and Company.

That all the matters and things here mentioned will fully appear by a copy of the said indenture herewith exhibited, marked A, which it is prayed may be received as a part of this bill of complaint—your orators holding themselves at all times in readiness to produce the original thereof. That on the twenty-ninth day of March, in the year eighteen hundred and twenty-five, the said Dennis A. Smith addressed a letter to your orators, in and by which he authorized them to verify and admit the following claims to a participation in the deed of March 17th aforesaid, to wit, S. and J. Nevins as per voucher, J. and W. Lippencott, a note to J. C. Smith, a note to Thomas Pack, George Suchley's judg-

ment, amount of Dennis A. Smith's note to R. Gilmor and Sons, agent of the Barings, a note to the Farmers' Bank of Maryland, note to V. Maxcy, A. H. Lawrence and Company, not exceeding two thousand dollars, note to A. J. Simms. That to the name of J. and W. Lippencott was appended a memorandum in these words, "amount of principal of their account, amount not to exceed seven thousand dollars." That by comparing the above with the names of the subscribing creditors, it will be seen that only five of the persons whose claims are authorized to be verified signed the indenture aforesaid. That your orators, considering this letter germain to the matter in hand, have made it a part of this their bill of complaint, and pray that it may be taken as such as exhibit B, (a copy thereof,) your orators holding themselves in readiness at all times to produce the original. That said Dennis A. Smith, according to the agreement contained in the indenture aforesaid, left Baltimore for Mexico not long after the date thereof, and appears to have been in Mexico in May, eighteen hundred and twenty-five, engaged in the prosecution of his said claims. That it seems he had to take the agency of said claims from a Mr. Wilcocks, and to compromise with him for commissions, paying to him the sum of twenty hundred dollars, which he drew for upon your orators, together with a sum of five hundred dollars, which draft of twenty-five hundred dollars was duly paid with funds furnished by the Mechanics' Bank of Baltimore, and the office of discount and deposit of the Bank of the United States in Baltimore. That the result of the efforts of said Dennis A. Smith was unsuccessful, so far as that he could not obtain a liquidation and payment of his claim on the Republic, nor was any thing done in bringing it to a successful issue, until the Government of the United States, taking the matter in hand, entered into a convention with Mexico for the adjustment of claims of citizens of the United States of America upon the Government of the Mexican Republic, which convention bears date on the eleventh of April, eighteen hundred and thirty-nine, and is a law of the land. That subsequently the Congress of the United States passed an act on the 12th of June, 1840, to carry this convention into effect, and the mixed commission provided for in the treaty commenced their sessions in the city of Washington, where the claims of the said Dennis A. Smith were actively and skilfully, as is believed, urged to ultimate success by persons employed by persons interested therein, though not appointed by your orators as agents for them. That during the progress of the proceedings at Washington your orators were advised that there had arisen a difficulty with the Board of Commissioners as to who was entitled to the award upon the claims of said Dennis A. Smith; and it was suggested that your orators should join in a conveyance of the interest that held to other trustees, in whose favor the award might be made. Your orators then visited Washington, and found the difficulty to exist as stated, and ascertained that certain of the parties interested in the claims of said Dennis A. Smith had appointed David M. Perine and John Glenn, esqs., attorneys and agents to act in their behalf, and that the said Perine and

Glenn represented the executors of Robert Oliver, now deceased, to whom, in his lifetime, the said Dennis [A.] Smith had assigned his interest in the moiety of the claims on the Republic or Government of Mexico reserved to him in the deed of trust. That having, as they were advised, no authority to transfer the trust reposed in them by the said indenture of the seventeenth March, eighteen hundred and twenty-five, your orators could only obviate the difficulty that had arisen by agreeing that the award of the commissioners under the convention should be made to the said Glenn and Perine for so much thereof as originally and exclusively belonged to said Dennis A. Smith by the terms of the said indenture. That your orators therefore agreed with the said Glenn and Perine in the following words, to wit: It is agreed that the award of the commissioners to adjust claims on Mexico, upon the claims of Dennis A. Smith, may be as follows: one-half of the private claim of Dennis A. Smith, and one-half of his interest in the Mexican Company of Baltimore, which said one-half is one-ninth of said company's claim, to be awarded to Philip E. Thomas and John White, trustees, for whom it may concern; and the other half of the private claim of the said Dennis A. Smith to David M. Perine and John Glenn, representatives of the executors of Robert Oliver, deceased, who was the assignee of Dennis A. Smith, and the other half of the interest of said Smith above mentioned in the Mexican Company of Baltimore, or one-ninth of said company's claim, to said David M. Perine and John Glenn, trustees, for whom it may concern.

(Signed) PHILIP E. THOMAS,
JOHN WHITE,
DAVID M. PERINE,
May 10*th*, 1841. JOHN GLENN.

That this agreement, on being submitted to the Board of Commissioners, was understood to be agreeable to them, and the awards have been made accordingly, as your orators are advised and believe. And your orators are advised that there are other interests represented by the said Glenn and Perine, connected with the claims of Dennis A. Smith aforesaid, of the particulars of which they are not informed, but which the said Glenn and Perine may fully state, and which your orators are also advised are also proper subjects for distribution under the order of this honorable court. That the amount awarded to your orators, and which in their hands is subject to the operation of the trust created by the deed of March the seventeenth, eighteen hundred and twenty-five, is said and believed by them to be one hundred and forty-one thousand seven hundred and fifty-four dollars sixty-nine cents, and they understand that the whole of the sum awarded by said awards to your orators and Glenn and Perine amount to five hundred and fifty-nine thousand one hundred and eighty-two dollars and sixteen cents, which the sixth article of the convention between the United States and Mexico provides may be paid, if it should not be found convenient for the Mexican Government to pay at once the amount in treasury notes,

receivable at the maritime custom-houses of the Mexican Republic, in payment of any duties which may be due or imposed at said custom-houses, upon goods entered for importation or exportation, said treasury notes to bear interest at the rate of eight per centum per annum, from the date of the award, or the claim in payment of which said treasury notes shall have been issued, until that of their receipt at the Mexican custom-houses—the Mexican Government retaining the right to make said notes receivable only to one-half of the amount of said duties. Your orators further charge, that they have understood that there may be demands made upon the funds or certificates, or treasury notes, or other evidences of debt, which may come into their hands, that are not specially provided for in the said indenture of March 17th, 1825, and to judge of the propriety of which your orators could have no guides, which they would, if it could be avoided, take the responsibility of relying upon. That there are also claims said to be properly chargeable under said indenture, which may affect the whole fund, as well that in the hands of your orators as that which they have agreed may be awarded to said Glenn and Perine as aforesaid. That there are claims which it is alleged are chargeable to the general fund, or to parts thereof, for compensation for services rendered in the prosecution to ultimate success of the demands on Mexico, assigned by said indenture, and which claims your orators could not, even were they ready to undertake to do so, properly decide. That should, as may be expected, the Mexican Government find it inconvenient to be forthcoming with the cash to discharge the award under the convention, and treasury notes be issued instead, the value of such notes must depend upon the opportunities afforded through commerce to send them to the custom-houses of Mexico, which must be comparatively few, and occurring at protracted intervals; that therefore, although there is no money come into your orators' hands for distribution, it would be much for the interest of all concerned under the said indenture, if the amount to which they will be entitled could be accurately and speedily ascertained. That your orators believe that this can, for the reasons here indicated, be but done through the agency of a court of equity, where all matters growing out of trusts like that here mentioned are peculiarly cognizable. That your orators are advised that the intervention of a court of equity would be as proper in this connexion, with regard to the moiety of said Smith's claims awarded to Glenn and Perine under the agreement aforesaid, as with regard to the moiety awarded to your orators, inasmuch as there are, in all probability, charges equally affecting both, though your orators are not yet informed of the nature or extent of them.

Your orators further charge, that Job Smith, a party to said indenture, is dead, and that James W. McCulloh has obtained letters of administration on his estate. That Robert Oliver is dead, and that David M. Perine and John Glenn represent his executors of his last will and testament, with full power, as your orators are advised, to act in the premises. That Ros-

well L. Colt has assigned his interest under said indenture to Mrs. Rebecca Smith, the wife of said Dennis A. Smith, and that it is held for her benefit by her trustees, James W. McCulloh and William Gwynn. That Clement Smith is dead, and that his representative is Walter Smith, his executor. That the claim of James Mosher has been assigned to Mrs. Smith aforesaid, and is held by her trustees aforesaid. That Joshua Lippencott, and the firm of Humes and Lippencott, are beyond the jurisdiction of this court, in the State of Pennsylvania; as are also John C. Smith and Richard Harding; and A. H. Lawrence, and the firm of A. H. Lawrence and Company, are in the State of New York, also out of the jurisdiction of this court. That the other subscribing creditors to said deed retain their interest therein, as your orators are informed, are alive, and reside within the jurisdiction of this court. To the end, therefore, that the funds, certificates, or other evidences of debt, growing out of the awards aforesaid, may be properly distributed under the direction and authority of this honorable court, among the persons entitled thereto, whether as cestui que trusts under the indenture aforesaid, subscribing the same, or as otherwise interested in the view of a court of equity in the proceeds of said awards. And that such compensation, by way of commission and an allowance for expenses, may be made to your orators and other trustees, as this honorable court may think proper, and that public notice may be given for persons interested as aforesaid, to present their claims to the auditor of this honorable court, to whom it is prayed that as early a reference of the case may be made as may be consistent with the rules of equity. And that all such other matters and things may be done and ordered in the premises as this honorable court may deem proper for the full administration of equity to all parties interested, or having claims upon the proceeds of said awards. And for further relief, may it please your honors to grant to your orators the State of Maryland's writ of subpœna, directed to the said Dennis A. Smith, James W. McCulloh, administrator of Job Smith, the President and Directors of the Mechanics' Bank of Baltimore, John Glenn and David M. Perine, William Gwynn and James W. McCulloh, trustees of Mrs. Smith, William and James Brown, partners as William and James Brown and Company, John Patterson, Walter Smith, executor of Clement Smith, George Brown and Herman Perry, partners under the firm of Alexander Brown and Sons, Virgil Maxcy, Samuel Nevins and Nevins, partners as S. and J. Nevins and Company, Joshua Lippencott, John L. Smith, Richard Harding, and A. H. Lawrence, and the President, Directors, and Company of the Bank of the United States, commanding them by a certain day, and under a certain penalty, to be and appear before your honors, then and there to answer the premises, and to abide by such order and decree as your honors may see fit to pass therein.

And your orators, &c., &c.

JOHN H. B. LATROBE,
Solicitor for compl'ts.

The exhibits A and B, referred to in the forgoing bill of complaint, are in form following, to wit:

(*Exhibit* A.)

This indenture, of four parts, made this seventeenth day of March, in the year of our Lord one thousand eight hundred and twenty-five, between Dennis A. Smith, of Baltimore county, in the State of Maryland, of the first part; Job Smith, of the said county of Baltimore, of the second part; Philip E. Thomas and John White, both of the city of Baltimore, in the county aforesaid, of the third part; and the President, Directors, and Company of the Bank of the United States, and likewise the several other persons whose names are hereunto subscribed and seals affixed, creditors of the said Dennis A. Smith, of the fourth or other part. Whereas the said Dennis A. Smith heretofore had and held a claim to a large amount against the Government and Republic of Mexico, which was by him assigned to the said Job Smith, the party of the second part to these presents. And whereas the said Dennis A. Smith hath proposed to his several creditors, who are parties of the fourth part hereto, and who hold claims against him, verified and admitted by his signature, to assign and transfer, or cause to be assigned and transferred, to the said parties hereto, of the third part, in trust for all the said creditors, and to and for the uses and purposes hereinafter mentioned, the whole and entire claim which he hath, or heretofore had, and held against the said Government and Republic of Mexico as aforesaid, in full satisfaction of the claims of the said creditors, which they, the said creditors, except the President, Directors, and Company of the Bank of the United States, have agreed to accept, and to release the said Dennis A. Smith from all their said respective claims.

Now, this indenture witnesseth, that for and in consideration of the above recited premises, and of the sum of five dollars, lawful money, to the said parties hereto of the first and second parts paid by the parties of the third part to these presents, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, the said Dennis A. Smith and Job Smith have bargained and sold, assigned, transferred, set over, and confirmed, and by these presents do bargain and sell, assign, transfer, set over, and confirm, unto the said Philip E. Thomas and John White, their executors and administrators, all the claims which the said Dennis A. Smith hath or had against the Republic of Mexico and the Government thereof, and all sums of money, or other effects which he was or is entitled to recover, obtain, or receive from the said republic or government, either in his own right, or as assignee of any other person or persons. To have and to hold, receive and take the same, unto the said Philip E. Thomas and John White, and the survivor of them, and the executor and administrator of the survivor forever. In trust and confidence, nevertheless, and to, for, and upon the uses, and to the ends, intents, and purposes expressed and declared in and by the agreement hereinafter contained between

the party of the first part, and such of the parties of the fourth part to these presents as have signed and sealed this deed, and to, for, or upon no other use, trust, intent, or purpose whatsoever.

And this indenture further witnesseth, that for and in consideration of the aforegoing assignment, and of the performance of the agreement hereinafter contained, on the part of the said party of the first part hereto, the said several creditors of the said Dennis A. Smith, they being the parties of the fourth part to these presents, and who have signed and sealed the same, have released, acquitted, and discharged, and by these presents do release, acquit, and forever discharge, the said Dennis A. Smith, his heirs, executors, and administrators, of and from all and all manner of action and actions, suit and suits, claims and demands whatsoever, which against the said Dennis A. Smith, they the said creditors, parties of the fourth part hereto, and whose names and seals are hereto affixed, each and every or any of them, now have or heretofore had, for or on account, or by reason of any matter, dealing, transaction, or thing whatsoever. They the said creditors, who have executed these presents, hereby agreeing to rely solely on the avails of the foregoing assignment, according to its true intent and meaning, for satisfying and discharging their respective claims against the said Dennis A. Smith: Provided, however, that the present release shall not operate to release any other person from any of the claims of the said parties of the fourth part hereto.

And this indenture further witnesseth, that it has been and is hereby agreed, by and between the said Dennis A. Smith and the said parties hereto of the fourth part, in manner following—that is to say, that the said Dennis A. Smith, as the agent of the said parties of the fourth part to these presents, shall and will, within one year next ensuing the day of the date hereof, proceed at his own expense to Mexico, and there use his best endeavors and influence to recover and obtain the claims hereby assigned in trust as aforesaid; and shall pay over to, or place in the hands of the said trustees, parties of the third part hereto, or the survivor of them, or the legal representatives of the survivor, the one full moiety or equal half part of all such sum or sums of money, securities, or other effects, as he shall so obtain, after deducting from the gross amount all expenses other than personal expenses, such amount received, and amount of expenses to be verified by the certificate of the American minister, or if no such minister, by the American consul at Mexico, at the time of receiving the proceeds of, or securities for, said claims, which shall be admitted by such of the parties hereto of the fourth part as have signed and sealed this deed as satisfactory.

And this indenture further witnesseth, that in consideration of the services so to be rendered by the said Dennis A. Smith, and the risk and expenses which he will incur, the several creditors, parties of the fourth part hereto, and who have executed these presents, have agreed, and do hereby agree, that the said Dennis A. Smith shall receive and retain to his own use as a compensation the other moiety or equal half part of the nett amount of what shall be obtained and received, either

by him or by any other agent that may be hereafter appointed for that purpose, or by any other person or persons whomsoever, from, out, or in consequence of the claims hereby assigned as aforesaid, it being the true intent and meaning of these presents that the one equal half part of the nett amount which shall be recovered and actually obtained by the said Dennis A. Smith, or other person or persons, from the said Republic or Government of Mexico, from or out of the hereby assigned claims, shall be divided among the creditors of the said Dennis A. Smith, parties of the fourth part hereto, according to their respective claims, verified and admitted as aforesaid; and that the proportionate part or share of the President, Directors, and Company of the Bank of the United States therein, agreeably to the amount of their claim against the said Dennis A. Smith, shall be paid and delivered over to them, notwithstanding the refusal, omission, or neglect to sign and seal these presents, the partial security at present held by them for their aforesaid claim notwithstanding; and that the other moiety or half part shall be retained by, or paid to, the said Dennis A. Smith as aforesaid for his own use. And it is further agreed that all the several claims of the said parties of the fourth part hereof, verified and admitted as aforesaid, shall be placed in the hands of the said Philip E. Thomas and John White, trustees as aforesaid, for the purpose of shewing the proportion to which each of the creditors shall be entitled, and to be delivered over to the said Dennis A. Smith. And lastly, it is hereby declared to be the true intent and meaning of these presents, and of the said parties hereunto, that the said trustees shall not in any event be bound to take any active measures for the recovery of the claims hereby assigned, nor shall they be accountable for any loss that may happen to the same, but accountable only for so much thereof as may be actually received by them, or come to their hands.

In witness whereof the said Dennis A. Smith and Job Smith, parties hereto of the first and second parts, and also the several persons, parties hereto of the fourth part, have hereunto subscribed their names and affixed their seals on the day and year first above written.

D. A. SMITH, [SEAL.]
J. SMITH, [SEAL.]

For the President and Directors of the Mechanics' Bank of Balt.

P. E. THOMAS, *President.*
ROBERT OLIVER, [SEAL.]
ROSWELL L. COLT, [SEAL.]
JNO. PATTERSON, [SEAL.]
WM. & JAS. BROWN & CO.
By JAMES BROWN.

Signed, sealed, and delivered by Dennis A. Smith and Job Smith, in the presence of—
SAMUEL FERNANDES and WM. CLEMM.

Signed, sealed, and delivered by Robert Oliver, R. L. Colt, and J. Patterson, in the presence of—
R. CLANCY.

The President of the Mechanics' Bank, in presence of—
T. HONEYWELL.

Wm. and James Brown & Co., by James Brown, in presence of—
STEWART BROWN, JR.

CLEMENT SMITH,
By N. Brice, his Attorney. [SEAL.]
JAMES MOSHER, [SEAL.]
ALEXANDER BROWN & SONS, [SEAL.]
V. MAXCY, [SEAL.]
S. & J. NEVINS & CO., [SEAL.]
JOSHUA LIPPENCOTT, [SEAL.]
RICHARD HARDING, [SEAL.]
A. H. LAWRENCE, [SEAL.]
of the house of A. H. Lawrence & Co.
A. H. LAWRENCE, [SEAL.]
of the house of A. H. Lawrence & Co.

Witness to the signature and seal of N. Brice—
WM. T. KILLPATRICK.
As to J. Mosher: WM. GWYNN.
As to Alex. Brown & Sons: STEWART BROWN, Jr.
As to S. & J. Nevins & Co.: SAMUEL YARDLEY.
Witness to signature of Humes & Lippencott, for the late firm of Humes & Lippencott,
B. W. RICHARDS,
JAS. NEVINS.
Witness the signature of Richard Harding—
GEORGE FISHACH,
JOHN C. SMITH.
Witness the signatures of A. H. Lawrence and A. N. Lawrence—
JACOB BRASTINGHAM.

Received on the day of the date of the aforegoing indenture, from Philip E. Thomas and John White, the parties of the third part thereto, the sum of five dollars lawful money, the consideration within expressed to be paid by them to us.

D. A. SMITH,
J. SMITH.

Witness: SAMUEL FARNANDIS.

STATE OF MARYLAND, *city of Baltimore, sct.*

Be it remembered, and it is hereby certified, that on this twenty-eighth day of March, in the year of our Lord one thousand eight hundred and twenty-five, before the subscriber, Samuel Farnandis, notary public by letters patent under the great seal of the State of Maryland, duly commissioned and qualified, residing in the city of Baltimore aforesaid, personally appear Dennis A. Smith and Job Smith, the parties of the first and second parts named in the foregoing indenture or instrument of

writing, and do severally acknowledge the same to be their respective act and deed.

In testimony whereof I hereunto subscribe my name, and affix my notarial seal, on the day and year aforesaid.

[SEAL.]

SAMUEL FARNANDIS,
Notary Public.

And on the same fourth day of October, in the year aforesaid, David M. Perine and John Glenn appear in court here in their own proper persons, and file in said cause their joint answer as follows, to wit:

The joint and several answers of John Glenn and David M. Perine to the bill of complaint of Philip E. Thomas and John White, trustees.

These defendants answer and say, that they admit the facts set forth in said bill to be true, except so far as relates to the alleged agency and compromise with Wilcox, and the payment of twenty-five hundred dollars, of which they have no knowledge, and therefore leave the same to be proved, and they are willing and desirous that the proceeds of the awards therein mentioned may be distributed among the parties entitled thereto, under the direction of this honorable court, including the award in favor of these defendants, made under the agreement set forth at length in said bill of complaint. And these defendants join in praying as early a reference to an auditor for the purposes in said bill set forth as the rules of equity will allow.

JOHN GLENN,
D. M. PERINE.

At the foot of which said answer is the following admission, to wit:

The above answer is admitted without affidavit.

JOHN H. B. LATROBE, *for Comp'ts.*

Whereupon issued subpœna as prayed for in said bill, &c.

And on the same fourth day of October the said David M. Perine and John Glenn file in said cause the following deed of trust, to wit:

Whereas certain claims have been preferred before the Board of Commissioners under the convention of the eleventh day of April, eighteen hundred and thirty-nine, between the United States of America and the Mexican Republic, on behalf of the Mexican Company of Baltimore, of which company the undersigned are members, or the assignees of members thereof. And whereas Dennis A. Smith had also a certain claim or claims against said Mexican Republic, of which some of the undersigned are also assignees. And whereas it is desirable that the whole of said claims be vested in trustees, in order to receive and obtain such claims, and to distribute the same among the parties interested according to their respective rights and interests. And whereas John White, Philip E. Thomas, and the executors of Robert Oliver, deceased, are the assignees of the entire interest of said Dennis A. Smith in and to said claims, and David Hoffman, Benjamin C. Howard, Charles F. Mayer and Robert S. Hollins are the assignees of the inter-

est of Hollins and McBlair in said claims. And whereas the executors of Robert Oliver are the assignees of the several interests of John Gooding, James Williams, and Lyde Goodwin. And whereas John Glenn and Edward Morgan are the assignees of the interest of Thomas Shepperd in and to said claims. And whereas John Sullivan is the surviving partner of Jeremiah Sullivan, and as such entitled to the interest of said Jeremiah Sullivan. And whereas Henry Schwartze is the assignee of Peter A. Guestier, who was the assignee of the interest of Descaves and Mercier in said claims:

Now know all men by these presents, that we, the said John White, Philip E. Thomas, and the executors of Robert Oliver, by David M. Perine, their attorney, Edward Morgan, John Glenn, David Hoffman, Benjamin C. Howard, Charles F. Mayer, and Robert S. Hollins, John Sullivan, and Henry Schwartze, have granted, bargained, and sold, and do hereby grant, bargain, and sell, unto John Glenn and David M. Perine above named, their executors, administrators and assigns, all the right, title, and interest in and to all and every part of the claims aforesaid under said convention as aforesaid; to have and to hold the same to the said John Glenn and David M. Perine, and the survivor of them, and the executors, administrators, and assigns of such survivor, in trust to receive said claims, and all and every of the proceeds thereof, and the same when received to deposit in the Mechanics' Bank of Baltimore, and there to remain until the same be divided and distributed according to the rights of the parties respectively claiming or to claim any part of the same. In witness whereof we hereto set our hands and seals, this eighth day of May, in the year of our Lord one thousand eight hundred and forty-one.

R. M. GIBBS, [SEAL.]
CHARLES OLIVER, [SEAL.]
THOMAS OLIVER, [SEAL.]
Exec'rs of Robert Oliver.
By D. M. Perine, their attorney.
EDWARD MORGAN, [SEAL.]
J. GLENN, [SEAL.]
Assignees of Thos. Sheppard.
DAVID HOFFMAN, [SEAL.]
BENJ. C. HOWARD, [SEAL.]
CHARLES F. MAYER, [SEAL.]
ROBERT S. HOLLINS, [SEAL.]
JOHN SULLIVAN, [SEAL.]
H. SCHWARTZE. [SEAL.]

Signed, sealed and delivered in the presence of—
WILLIAM EICHELBERGER, of J.,
JAMES S. WHITE.

UNITED STATES OF AMERICA,
State of Maryland, city of Baltimore, sct.

I, William Eichelberger, of J., notary public by letters patent under the great seal of the State of Maryland, commissioned and duly

duly qualified, residing in the city of Baltimore, in the State of Maryland, do hereby certify, attest, and make known, that David M. Perine, attorney for the executors of Robert Oliver, deceased, Edward Morgan, John Glenn, David Hoffman, Benjamin C. Howard, Charles F. Mayer and Robert S. Hollins, John Sullivan, and Henry Schwartz, all of the said city of Baltimore, personally appeared before me, and signed and sealed the foregoing deed of trust or instrument of writing, and severally acknowledged the same to be their respective act and deed. And the said David M. Perine also acknowledged the said deed of trust or instrument of writing to be the act and deed of Robert M. Gibbs, Thomas Oliver and Charles Oliver, the executors of the said Robert Oliver, deceased. And I do hereby further certify, attest, and make known, that of my own knowledge I am satisfied that David M. Perine, Edward Morgan, John Glenn, David Hoffman, Benjamin C. Howard, Charles F. Mayer, Robert S. Hollins, John Sullivan, and Henry Schwartze, who have executed and acknowledged the foregoing deed of trust or instrument of writing, are the persons named and described as, and professing to be, parties therein.

In testimony whereof I, the said notary, have hereunto set my hand and affixed my notarial seal, the eighth day of May, eighteen hundred and forty-one, and of the independence of the United States the sixty-fifth.

Signed, WILLIAM EICHELBERGER, of J.,
Notary Public.

In Baltimore county court.

PHILIP E. THOMAS, JOHN WHITE, trustees,
vs.
DENNIS A. SMITH and others.

The bill, answers, and exhibits in this case, being read and considered, ordered, this fourth day of October, in the year eighteen hundred and forty-one, that the proceedings in said case be referred to Joshua S. Atkinson, who is hereby, with the consent of parties, appointed special auditor for the purpose, to audit and report to this court all claims that may be exhibited to him upon the funds in the said proceedings mentioned, together with the proof thereof. And it is further ordered, that for the purpose of giving notice to all persons interested to present their claims, the said auditor be, and he is hereby, required to cause an advertisement to be inserted in a daily newspaper, published in each of the cities of Baltimore, Philadelphia, and New York, once a week for three successive weeks before the first day of December next, calling upon all persons interested in the claims of Dennis A. Smith and the Mexican Company of Baltimore on the Government of Mexico, to present their vouchers, properly authenticated, to said auditor on or before the first day of February, 1842.

R. B. MAGRUDER.

And afterwards, to wit, on the sixteenth day of October, in the year

est of Hollins and McBlair in said claims. And whereas the executors of Robert Oliver are the assignees of the several interests of John Gooding, James Williams, and Lyde Goodwin. And whereas John Glenn and Edward Morgan are the assignees of the interest of Thomas Shepperd in and to said claims. And whereas John Sullivan is the surviving partner of Jeremiah Sullivan, and as such entitled to the interest of said Jeremiah Sullivan. And whereas Henry Schwartze is the assignee of Peter A. Guestier, who was the assignee of the interest of Descaves and Mercier in said claims:

Now know all men by these presents, that we, the said John White, Philip E. Thomas, and the executors of Robert Oliver, by David M. Perine, their attorney, Edward Morgan, John Glenn, David Hoffman, Benjamin C. Howard, Charles F. Mayer, and Robert S. Hollins, John Sullivan, and Henry Schwartze, have granted, bargained, and sold, and do hereby grant, bargain, and sell, unto John Glenn and David M. Perine above named, their executors, administrators and assigns, all the right, title, and interest in and to all and every part of the claims aforesaid under said convention as aforesaid; to have and to hold the same to the said John Glenn and David M. Perine, and the survivor of them, and the executors, administrators, and assigns of such survivor, in trust to receive said claims, and all and every of the proceeds thereof, and the same when received to deposit in the Mechanics' Bank of Baltimore, and there to remain until the same be divided and distributed according to the rights of the parties respectively claiming or to claim any part of the same. In witness whereof we hereto set our hands and seals, this eighth day of May, in the year of our Lord one thousand eight hundred and forty-one.

R. M. GIBBS, [SEAL.]
CHARLES OLIVER, [SEAL.]
THOMAS OLIVER, [SEAL.]
Exec'rs of Robert Oliver.
By D. M. Perine, their attorney.
EDWARD MORGAN, [SEAL.]
J. GLENN, [SEAL.]
Assignees of Thos. Sheppard.
DAVID HOFFMAN, [SEAL.]
BENJ. C. HOWARD, [SEAL.]
CHARLES F. MAYER, [SEAL.]
ROBERT S. HOLLINS, [SEAL.]
JOHN SULLIVAN, [SEAL.]
H. SCHWARTZE. [SEAL.]

Signed, sealed and delivered in the presence of—
WILLIAM EICHELBERGER, of J.,
JAMES S. WHITE.

UNITED STATES OF AMERICA,
State of Maryland, city of Baltimore, sct.

I, William Eichelberger, of J., notary public by letters patent under the great seal of the State of Maryland, commissioned and duly

duly qualified, residing in the city of Baltimore, in the State of Maryland, do hereby certify, attest, and make known, that David M. Perine, attorney for the executors of Robert Oliver, deceased, Edward Morgan, John Glenn, David Hoffman, Benjamin C. Howard, Charles F. Mayer and Robert S. Hollins, John Sullivan, and Henry Schwartz, all of the said city of Baltimore, personally appeared before me, and signed and sealed the foregoing deed of trust or instrument of writing, and severally acknowledged the same to be their respective act and deed. And the said David M. Perine also acknowledged the said deed of trust or instrument of writing to be the act and deed of Robert M. Gibbs, Thomas Oliver and Charles Oliver, the executors of the said Robert Oliver, deceased. And I do hereby further certify, attest, and make known, that of my own knowledge I am satisfied that David M. Perine, Edward Morgan, John Glenn, David Hoffman, Benjamin C. Howard, Charles F. Mayer, Robert S. Hollins, John Sullivan, and Henry Schwartze, who have executed and acknowledged the foregoing deed of trust or instrument of writing, are the persons named and described as, and professing to be, parties therein.

In testimony whereof I, the said notary, have hereunto set my hand and affixed my notarial seal, the eighth day of May, eighteen hundred and forty-one, and of the independence of the United States the sixty-fifth.

Signed, WILLIAM EICHELBERGER, of J.,
Notary Public.

In Baltimore county court.

PHILIP E. THOMAS, JOHN WHITE, trustees,
vs.
DENNIS A. SMITH and others.

The bill, answers, and exhibits in this case, being read and considered, ordered, this fourth day of October, in the year eighteen hundred and forty-one, that the proceedings in said case be referred to Joshua S. Atkinson, who is hereby, with the consent of parties, appointed special auditor for the purpose, to audit and report to this court all claims that may be exhibited to him upon the funds in the said proceedings mentioned, together with the proof thereof. And it is further ordered, that for the purpose of giving notice to all persons interested to present their claims, the said auditor be, and he is hereby, required to cause an advertisement to be inserted in a daily newspaper, published in each of the cities of Baltimore, Philadelphia, and New York, once a week for three successive weeks before the first day of December next, calling upon all persons interested in the claims of Dennis A. Smith and the Mexican Company of Baltimore on the Government of Mexico, to present their vouchers, properly authenticated, to said auditor on or before the first day of February, 1842.

R. B. MAGRUDER.

And afterwards, to wit, on the sixteenth day of October, in the year

aforesaid, William Gwynn, esq., appears in court here for James W. McCulloh, D. A. Smith and Rebecca Smith, as their solicitor, and for himself in his own proper person; and on the same day, John Glenn, esq., appeared as solicitor for Humes and Lippencott, A. H. Lawrence & Co., Walter Smith, executor of Clement Smith, and the Mechanics' Bank of Baltimore. The said cause so standing was continued until the first day of November then next, at which said term, to wit, on the twelfth day of November, in the year aforesaid, George William Brown and Frederick W. Brune, Jr., esqrs., appear in court here, as solicitors for William and James Brown, William and James Brown & Co., George Brown, Herman H. Perry, and Alexander Brown & Sons, and John Patterson. The said cause so standing was continued from term to term, until the first day of January then next; at which said term, to wit, on the twenty-ninth day of January, in the year eighteen hundred and forty-two, Nathaniel Williams, trustee of James Williams, filed in said cause a petition in form following, to wit:

Equity side, Baltimore county court.

PHILIP E. THOMAS AND JOHN WHITE
vs.
DENNIS A. SMITH and others.

To the honorable the judges of Baltimore county court sitting in equity.

The petition of Nathaniel Williams, permanent trustee of James Williams, an insolvent debtor, respectfully states to your honors, that said James Williams heretofore, to wit, on the 24th day of June, in the year eighteen hundred and nineteen, petitioned to the commissioners of insolvent debtors for the city and county of Baltimore, for the benefit of the insolvent laws of the State of Maryland, which he duly received. That your petitioner has been appointed permanent trustee of the said James Williams by Baltimore county court, and in that character gave bond with security for the faithful performance of the trust reposed in him, which was approved by said court, (all which will more fully appear by reference to the insolvent papers of the said Williams, now of record in this court.) Your petitioner further states to your honors, that the said James Williams was one of the original members of the "Baltimore Mexican Company," which was formed in the early part of the year eighteen hundred and sixteen, and was as such entitled to one share or one-ninth part of the property and claims of said company, and so continued entitled up to and at the time of his application for the benefit of the insolvent laws as aforesaid; that upon his application all the right, title, and interest which was in the said James Williams to the said property and claims, have become vested in your petitioner by virtue of his office as the duly appointed permanent trustee of the said Williams.

Your petitioner further states to your honors, that the "Baltimore Mexican Company" has large claims upon the Republic of Mexico, which among others of certain citizens of the United States, it was agreed by a convention between the Republic of Mexico and the Uni-

ted States, should be ascertained and adjusted by commissioners, to be appointed by the two Governments. This convention was made on the 11th day of April, 1839. An act of Congress was passed the 12th of June, 1840, to carry this convention into effect; that under said convention and law, the President of the United States, by and with the advice and consent of the Senate thereof, appointed two commissioners, and the Mexican Republic an equal number; that the Board of Commissioners thus constituted commenced its session in the city of Washington, when the citizens of the United States, who had claims upon the Republic of Mexico falling under the provisions of the said convention, presented their demands to the said board for adjustment; that Robert M. Gibbes, Charles Oliver, and Thomas Oliver, executors of Robert Oliver, deceased, pretending to have some right and interest as the representatives of the said Robert Oliver, to his, the said James Williams', one-ninth part of the claim of the "Baltimore Mexican Company," as a member thereof, did, by deed of trust, dated the eighth day of May, 1841, among other things, assign in trust to John Glenn and David M. Perine, all the said interest and claims of the said James Williams, which had been held by him as one of the members of the "Baltimore Mexican Company," (all which will appear by reference to said deed of trust filed in this cause by the said Glenn and Perine;) that said deed further authorized said Glenn and Perine to receive said claim or the proceeds thereof, and the same when received to deposite in the Mechanics' Bank of Baltimore, and there to remain and be distributed according to the rights of the parties claiming or to claim any part of the same; that said Glenn and Perine, acting under the said deed, caused the same to be submitted and laid before the said board of commissioners, and did by agents appointed by them, or with their concurrence, procure the allowance of said claim of the said James Williams, and which had belonged to him at the time of his application as aforesaid for the benefit of the insolvent laws, from the said board of commissioners, claiming a right to hold the same under the said deed, and for the benefit of the executors of the said Oliver.

Whereas your petitioner avers, that neither the said Robert Oliver in his lifetime, nor his executors since his death, nor the said Glenn and Perine by virtue of the said deed of trust, nor in any other manner, have any right or claim whatever to the interest which was of the said James Williams in the aforesaid claim, but all just right and title in the same was and is vested in your petitioner, to receive the proceeds thereof, to be faithfully distributed among the creditors of the said James Williams.

Your petitioner further states that, upon the allowance of the interest of said Williams, by the Board of Commissioners, to the said Glenn and Perine, under said deed of trust, the said commissioners did award to the said Glenn and Perine, among other claims, the whole amount of the claim of said Williams as a member of the "Baltimore Mexican Company"—that is to say, the one-ninth part of the entire claim of the said company, and that said award or awards have, as your petitioner believes, been received by them, but to what amount, or whether

included in a general award or separate award, your petitioner is ignorant.

Your petitioner further states that he has heard and believes, that upon the award or awards so as aforesaid made in favor of said Glenn and Perine, under said deed of trust, certificates have been issued to them by the Secretary of the Treasury of the United States, and that they claim a right to the said certificates as the property of the executors of the said Olivers, being held by them, the said Glenn and Perine, merely as trustees for the benefit of the said executors.

Your petitioner further states to your honors, that he has only been informed, within a short time, of the claim which he has as the permanent trustee of the said Williams, to the amount which has been awarded in his right as aforesaid; that he has demanded the said certificates of the said Glenn and Perine; but that to deliver them up to your petitioner they have altogether refused, or to recognise the right of your petitioner to any part of the same.

Your petitioner further states, that the executors of the said Oliver have given to the said Glenn and Perine ample power and authority to act for them in the premises, and that the said executors are all of them in foreign parts, beyond the jurisdiction of this court.

Whereupon, your petitioner prays that the said Robert M. Gibbs, Charles Oliver, and Thomas Oliver, executors of the said Robert Oliver, and the said Glenn and Perine, may answer and set forth upon what ground they claim the right to the said interest of the said James Williams, as a member of the said "Baltimore Mexican Company," and that they may produce the instrument of assignment, if any, from the said James Williams, or any other person, under which they do so claim; and that they set forth and state the whole amount awarded, clear of all deductions, by the said commissioners, for and on account of the one-ninth part interest of the said Williams, as a member of the said "Baltimore Mexican Company," to the claim of said company; and that they state the number and amount of the certificates received by them, or either of them, for and on account of the interest of the said Williams; and whether said certificates, or any of them, have been returned to the Secretary of the Treasury, and if so, state the form of said certificates, and the reason of their being so returned; and whether new ones have issued in the place of those returned, and come into their or either of their hands; and that they may state in whose favor said certificates are drawn, and the amount thereof; and that said defendants may be directed by the decree of this court to deliver over to your petitioner the said certificates, with such endorsements thereon as will render them available to your petitioner; and that, in the mean time, the said defendants may be directed to bring into court the said certificates, and be restrained from parting with them, or using, or in any manner negotiating the same; and may it please your honors to grant to your petitioner such other and further relief as to your honors may seem meet and equitable. And your petitioner, as in duty bound, will ever pray, &c.

NATH. WILLIAMS,
Trustee, &c., of James Williams.

G. L. DULANY, *counsel for petitioner.*

And on the same twenty-ninth day of January, an order for rule-hearing was filed in said cause as follows, to wit:

Ordered by the court, this 29th day of January, A. D. 1842, that the matter of the prayer of the foregoing petition be set down for hearing on the fourth Saturday of February next; provided a copy of the said petition and of this order be served on David M. Perine and John Glenn, or either of them, on or before the 15th day of February next.

R. B. MAGRUDER.

And on the same twenty-ninth day of January, Nathaniel Williams, trustee of John Gooding, filed in said cause a petition in form following, to wit:

Equity side of Baltimore county court.

PHILIP E. THOMAS AND JOHN WHITE
vs.
DENNIS A. SMITH and others.

To the honorable the judges of Baltimore county court, sitting in equity.

The petition of Nathaniel Williams, permanent trustee of John Gooding, an insolvent debtor, respectfully states to your honors, that said John Gooding heretofore, to wit, on the 23d day of June, in the year eighteen hundred and nineteen, petitioned to the Commissioners of Insolvent debtors for the city and county of Baltimore, for the benefit of the insolvent laws of the State of Maryland, which he duly received: that your petitioner has been appointed permanent trustee of the said John Gooding by Baltimore county court, and in that character gave bond, with security, for the faithful performance of the trust reposed in him, which was approved by said court, (all which will more fully appear by reference to the insolvent papers of the said John Gooding, now of record in this court.)

Your petitioner further states to your honors, that the said John Gooding was one of the original members of the "Baltimore Mexican Company," which was formed in the early part of the year eighteen hundred and sixteen, and was, as such, entitled to one share, or one-ninth part of the property and claims of said company, and so continued entitled up to and at the time of his application for the benefit of the insolvent laws as aforesaid: that, upon his application, all the right, title, and interest which was in the said John Gooding, to the said property and claims, have become vested in your petitioner by virtue of his office as the duly appointed permanent trustee of the said Gooding.

Your petitioner further states to your honors, that the "Baltimore Mexican Company" had large claims upon the "Republic of Mexico," which, among others, of certain citizens of the United States, it was agreed by a convention between the Republic of Mexico and the United States, should be ascertained and adjusted by commissioners to be ap-

pointed by the two Governments. This convention was made on the 11th day of April, 1839 An act of Congress was passed on the 12th of June, 1840, to carry this convention into effect; that under said convention and law, the President of the United States, by and with the advice and consent of the Senate thereof, appointed two commissioners, and the Mexican Republic an equal number; that the Board of Commissioners, thus constituted, commenced its session in the city of Washington, when the citizens of the United States, who had claims upon the Republic of Mexico falling under the provisions of the said convention, presented their demands to the said board for adjustment; that Robert M. Gibbs, Charles Oliver, and Thomas Oliver, executors of Robert Oliver, deceased, pretended to have some right and interest as the representatives of the said Robert Oliver to his, the said John Gooding's, one-ninth part of the claim of the "Baltimore Mexican Company" as a member thereof, did, by deed of trust dated the eighth day of May, 1841, among other things, assign in trust to John Glenn and David M. Perine all the said interest and claim of the said John Gooding, which had been held by him as one of the members of the "Baltimore Mexican Company," (all which will appear by reference to said deed of trust filed in this cause by the said Glenn and Perine;) that said deed further authorized said Glenn and Perine to receive said claim or the proceeds thereof, and the same, when received, to deposite in the Mechanics' Bank of Baltimore, and there to remain and be distributed, according to the rights of the parties claiming or to claim any part of the same. That said Glenn and Perine, acting under the said deed, caused the same to be submitted and laid before the Board of Commissioners, and did, by agents appointed by them, or with their concurrence, procure the allowance of said claim of the said John Gooding, and which had belonged to him at the time of his application as aforesaid for the benefit of the insolvent laws, from the said Board of Commissioners, claiming a right to hold the same under the said deed, and for the benefit of the executors of the said Oliver.

Whereas your petitioner avers, that neither the said Robert Oliver in his lifetime, nor his executors since his death, nor the said Glenn and Perine by virtue of the said deed of trust, nor in any other manner, have any right or claim whatever to the interest which was of the said John Gooding in the aforesaid claim, but all just right and title in the same was and is vested in your petitioner to receive the proceeds thereof, to be faithfully distributed among the creditors of the said John Gooding.

Your petitioner further states, that upon the allowance of the interest of said Gooding, by the Board of Commissioners, to the said Glenn and Perine, under said deed of trust, the said commissioners did award to the said Glenn and Perine, among other claims, the whole amount of the claim of said Gooding as a member of the "Baltimore Mexican Company;" that is to say, the one-ninth part of the entire claim of the said company, and that said award or awards have, as your petitioner believes, been received by them, but to what amount, or whether included in a general award or separate award, your petitioner is ignorant.

Your petitioner further states, that he has heard and believes, that upon the award or awards so as aforesaid made in favor of the said Glenn and Perine, under said deed of trust, certificates have been issued to them by the Secretary of the Treasury of the United States, and that they claim a right to the said certificates as the property of the executors of the said Olivers, being held by them, the said Glenn and Perine, merely as trustees for the benefit of the said executors.

Your petitioner further states to your honors, that he has only been informed within a short time of the claim which he has, as the permanent trustee of the said Gooding, to the amount which has been awarded in his right as aforesaid; that he has demanded the said certificates of the said Glenn and Perine, but that to deliver them up to your petitioner they have altogether refused, or to recognise the right of your petitioner to any part of the same.

Your petitioner further states, that the executors of the said Oliver have given to the said Glenn and Perine ample power and authority to act for them in the premises; and that the said executors are all of them in foreign parts, beyond the jurisdiction of this court.

Therefore your petitioner prays the said Robert M. Gibbs, Charles Oliver, and Thomas Oliver, executors of the said Robert Oliver, and the said Glenn and Perine, may answer and set forth upon what grounds they claim the right to the said interest of the said John Gooding, as a member of the said "Baltimore Mexican Company," that they may produce the instrument of assignment, if any, from the said John Gooding, or any other person under which they do claim; and that they set forth and state the whole amount awarded, clear of all deductions, from the said commissioners for and on account of the one-ninth part interest of the said John Gooding, as a member of the said "Baltimore Mexican Company," to the claim of the said company; and that they state the number and amount of the certificates received by them, or either of them, for and [on] account of the interest of the said Gooding, and whether said certificates, or any of them, have been returned to the Secretary of the Treasury, and if so, state the form of said certificates, and the reason for their being so returned, and whether new ones have issued in the place of those returned, and come into their or either of their hands, and that they may state in whose favor said certificates are drawn, and the amount thereof; and that said defendants may be directed by the decree of this court to deliver over to your petitioner the said certificates, with such endorsements thereon as will render them available to your petitioner: and that in the mean time the said defendants may be directed to bring into court the said certificates, and be restrained from parting with, or using, or in any manner negotiating the same. And may it please your honors to grant to your petitioner such other and further relief as to your honors may seem meet and equitable; and your petitioner as in duty bound will ever pray, &c.

NATHANIEL WILLIAMS,
Trustee, &c., of John Gooding.

G. L. DULANY, *counsel for petitioner.*

And on the same twenty-ninth day of January an order for rule-hearing was filed in said cause, as follows, to wit:

Ordered by the court, this 29th day of January, (1842,) A. D. 1842, that the matter of the prayer of the foregoing petition be set down for hearing on the fourth Saturday of February next, provided a copy of the said petition and of this order be served on David M. Perine and John Glenn, or either of them, on or before the 15th day of February next. R. B. MAGRUDER.

And on the same twenty-ninth day of January, George M. Gill, trustee of Lyde Goodwin, by G. L. Dulany and T. P. Alricks, esqs., his solicitors, filed in said cause a petition and exhibit, B, as follows, to wit:

Baltimore county court, equity side.

PHILIP E. THOMAS and John White
vs.
DENNIS A. SMITH and others.

To the honorable the judges of Baltimore county court, sitting in equity:

The petition of George M. Gill, permanent trustee of Lyde Goodwin, an insolvent debtor, respectfully represents to your honors, that the said Goodwin heretofore, to wit, on the twenty-fifth day of February, A. D. 1817, applied in this court for the benefit of the insolvent laws of Maryland, which he duly received. That your petitioner was appointed permanent trustee of said Goodwin by Baltimore county court, and in that character gave bond with security which was duly approved, for the faithful performance of the trust reposed in him, (all of which will more fully appear by reference to the insolvent papers of the said Goodwin, now on file in this court.) Your petitioner further represents to your honors, that the said Lyde Goodwin was one of the original members of the "Baltimore Mexican Company," which was formed in the early part of the year 1816, and as such was entitled to one share, or one-ninth part of the property, claims and effects of said company, and so continued entitled up to the time of his application as aforesaid for the benefit of the insolvent laws of Maryland, and that all the interest which was in the said Goodwin to the said property, claims, and effects, has become vested in your petitioner by virtue of said application and the laws of this State.

Your petitioner further represents to your honors, that the "Baltimore Mexican Company" had large claims upon the Republic of Mexico, which among others of certain citizens of the United States it was agreed by a convention between the Republic of Mexico and the said United States should be ascertained and adjusted by commissioners, to be appointed by the two Governments. This convention was made on the 11th day of April, A. D. 1839, and an act of Congress was passed on the twelfth day of June, A. D. 1840, to carry into effect said convention. That under said convention and law the President

of the United States, by and with the advice and consent of the Senate, appointed two commissioners, and the President of the Republic of Mexico an equal number. That the commissioners thus appointed commenced their session in Washington, where the citizens of the United States, who had claims upon the Republic of Mexico, falling under the provisions of said convention, presented their demands to the said commissioners for adjustment. That Robert M. Gibbs, Charles Oliver and Thomas Oliver, executors of Robert Oliver, deceased, pretending that George I. Brown in his lifetime had, as trustee of said Goodwin, assigned to the said Robert Oliver his, the said Goodwin's, one-ninth part of the claim of the "Baltimore Mexican Company," upon the Republic of Mexico, did by deed dated the 8th day of May, A. D. 1841, and executed by said executors, with several others, assign, in trust to John Glenn and David M. Perine, all the interest which the said Goodwin held as one of the members of the "Baltimore Mexican Company," all of which will appear by reference to said deed, or a copy thereof filed in this cause by two of the defendants, the said Glenn and Perine, and marked exhibit (A.) That said deed further authorized said Glenn and Perine to receive said claim, or the proceeds thereof, and the same when received to deposit in the Mechanics' Bank of Baltimore, and there to remain to be distributed according to the rights of the parties claiming or to claim any part of the same. That the said Glenn and Perine, acting under the said deed, caused the said alleged assignment of the said interest of Goodwin, by the said George I. Brown, to be laid before the commissioners aforesaid. And did by agents appointed by them procure the allowance of the claim which had belonged to the said Goodwin at the time of his application for the benefit of the insolvent laws of Maryland as aforesaid, (a copy of which pretended assignment is herewith filed, marked exhibit B.) Your petitioner further represents, that upon the proof of said assignment of George I. Brown, and of the said deed from the executors of the said Oliver to the said Glenn and Perine being exhibited to the said Board of Commissioners, at the instance of the said Glenn and Perine and others, the said commissioners did allow to them, as the alleged representatives of said Goodwin, the whole amount of his interest as a member of the "Baltimore Mexican Company," that is to say, the one-ninth part of the entire claim of said company. And your petitioner avers, as he has heard and believes, that said Glenn and Perine have received an award for the amount of said interest, but to what amount your petitioner is ignorant, or whether it is included in a general or separate award.

Your petitioner further states, that upon the awards thus made in favor of said Glenn and Perine, as trustees under the aforementioned deed of trust, certificates have been issued by the Secretary of the Treasury of the United States, in favor of the said Glenn and Perine, and that they claim a right to said certificates as the property of the executors of the said Oliver, being held by them merely as trustees for the benefit of said executors.

Your petitioner further represents to your honors, that he has only lately been informed of the claim which he has, as the permanent trustee of the said Goodwin, to the amount which has been awarded in his right aforesaid. That he has demanded the said certificates of the said Glenn and Perine, but that they have altogether refused to deliver them up to your petitioner, or to state the amount of them, or recognise the right of your petitioner to any part of the same.

Your petitioner further represents to your honors, that the executors of the said Oliver have given to the said Glenn and Perine ample power and authority to act for them in the premises during their absence, as they are all in foreign parts, beyond the jurisdiction of this court.

Wherefore your petitioner prays that the said Robert M. Gibbs, Thomas Oliver and Charles, executors of the said Robert Oliver, and the said Glenn and Perine, may answer and set forth whether the copy of the assignment, purporting to be an assignment of George I. Brown, trustee of Lyde Goodwin, to said Robert Oliver, is not a true copy. And whether the original, or any other copy of the same, was not exhibited to the said commissioners at the instance of said Glenn and Perine. And that they set forth the whole amount awarded by the commissioners for and on account of the claims of the "Baltimore Mexican Company," or the amount awarded for and on account of the interest of Lyde Goodwin therein, clear of all deductions, and of the number and amount of the certificates received by them, for and on account of the said interest of Lyde Goodwin, or of his pretended assignees; and also whether said certificates have been returned to the Secretary of the Treasury, and for what reason; and whether new ones have been issued in their place, and have come to their or either of their hands; and that the said defendants may state in whose favor the said certificates are drawn, and the amount thereof. And that they be decreed by the order of this court to deliver over to your petitioner the said certificates, with such endorsement thereon as may make them available to him, or such other choses in action or evidences of debt as they may have received for and on account of the said interest of the said Goodwin. And that, in the mean time, the defendants may be directed to bring into court the said certificates or other evidences of debt, and may be restrained from using or in any manner negotiating the same. And may it please your honors to grant to your petitioner such other and further relief as to your honors may seem meet and equitable. And your petitioner, as in duty bound, will ever pray, &c.

G. L. DULANY,
T. P. ALRICKS, *for Petitioner*.

The exhibit B, referred to in the foregoing petition, is as follows, to wit:

Copy—I hereby, by virtue of the power and authority in me vested, as trustee of the estate of Lyde Goodwin, of the city of Baltimore, merchant, transfer, set over, and assign to Robert Oliver, of said city, one share, or one undivided ninth part, of a claim of the "Baltimore Mexican

Company," on the Government of Mexico, for supplies furnished to General Xavier Mina, commander of an expedition which sailed from this port in the year 1816, to the aid of the Republic of Mexico, belonging to the estate of said Lyde Goodwin, and will execute any other instrument of writing which the said Robert Oliver may require, for the more effectual security to him of said share.

Signed, GEORGE I. BROWN,
Trustee of Lyde Goodwin.

Witness, JAMES M. BURN, (Signed.)

Baltimore, March 21, 1815,

United States of America, State of Maryland, to wit:

I, William Eichelberger of J., notary public, commissioned and duly qualified, residing in the city of Baltimore, State aforesaid, do hereby certify, attest, and make known, that I have carefully compared the above copy with the original instrument of writing produced before me this day, and found the said copy to agree in all respects with the said original instrument, and to be a true and perfect copy of the same.

In testimony whereof I, the said notary, have hereunto set my hand and affixed my notarial seal this eighth day of May, eighteen hundred and forty-one. [SEAL.]

Signed, WILLIAM EICHELBERGER of J.,
Notary Public.

United States of America, State of Maryland, to wit:

I, William Eichelberger of J., notary public, commissioned and duly qualified, residing in the city of Baltimore, do certify, that I was intimately acquainted with George I. Brown, who signature is attached to the original instrument of writing, of which the within is a copy; that I have often seen the said George I. Brown write, and know the said signature to be in the true and proper handwriting of the said George I. Brown.

In testimony whereof I, the said notary, have hereunto set my hand and affixed my seal notarial, this eighth day of May, in the year eighteen hundred and forty-one. [SEAL.]

Signed, WILLIAM EICHELBERGER of J.,
Notary Public.

And on the same twenty-ninth day of January, an order for rule-hearing was filed in said cause as follows, to wit:

Ordered by the court, this twenty-ninth day of January, A. D. 1842, that the matter of the prayer of the foregoing petition be set down for hearing on the fourth Saturday of February next; provided a copy of the said petition and of this order be served on David M. Perine and John Glenn, or either of them, on or before the fifteenth day of February next.

R. B. MAGRUDER.

And on the same twenty-ninth day of January, the said George M. Gill, trustee of Lyde Goodwin as aforesaid, by his said solicitors, filed on said cause a second petition in form following, to wit:

Equity side, Baltimore county court:

PHILIP E. THOMAS and John White
vs.
DENNIS A. SMITH.

To the honorable the judges of Baltimore county court, sitting as a court of equity.

The petition of George M. Gill, the permanent trustee of Lyde Goodwin, an insolvent debtor, respectfully represents to your honors, that the said Goodwin heretofore, to wit, on the twenty-fifth day of February, in the year eighteen hundred and seventeen, petitioned to the commissioners of Baltimore city and county for the benefit of the insolvent laws of Maryland, which he duly received. That your petitioner was appointed permanent trustee of said Goodwin by Baltimore county court, and in that character gave bond with security for the faithful performance of the trust reposed in him, and which was duly approved by said court; all of which will fully appear by reference to the insolvent papers of said Goodwin now of record in this court.

Your petitioner further represents, that the said Lyde Goodwin was one of the original members of the "Baltimore Mexican Company," which was formed in the early part of the year 1816; that said company was originally composed of the following persons and firms, besides the said Goodwin, to wit: Dennis A. Smith, D'Arcy & Didier, George P. Stevenson, Hollins & McBair, John Gooding, James Williams, Jeremiah Sullivan, Descaves & Mercier, and Thomas Sheppard. That soon after the formation of said company, George P. Stevenson withdrew from the association, and his share, which was one-tenth, became merged in the remaining nine shares, so that the company then consisted of nine equal shares in the place of ten; the firms and individuals above mentioned, excluding the said George P. Stevenson, having each respectively one share or one-ninth part of the property, claims, and effects thereof. That the said D'Arcy & Didier assigned their share of one-ninth part to the said Dennis A. Smith, who afterwards transferred the one-half part of his interest, being two-ninths as aforesaid, to John White and Philip E. Thomas in trust, and the remaining one-half, or a part thereof, to Robert Oliver in his lifetime. That the interest of Hollins and McBlair is now represented by David Hoffman, Benjamin C. Howard, Charles F. Mayer and Robert Hollins, their assignees. That John Gooding applied for and received the benefit of the insolvent laws of Maryland without having parted with his interest in said company, and the claims and effects thereof, and that the right to the same has become vested in his permanent trustee, Nathaniel Williams. That James Williams in like manner has received the benefit of the insolvent laws of Maryland, and his interest has also devolved upon the said Nathaniel Williams, his permanent

trustee. That, nevertheless, your petitioner is informed that John Glenn and David M. Perine, by virtue of a deed of trust dated the eighth day of May, A. D. 1841, executed among others by Robert M. Gibbs, Charles Oliver and Thomas Oliver, executors of Robert Oliver, by their attorney David M. Perine, claim the whole of the several interest of the said Gooding and Williams to be distributed according to the terms of said deed, (which has been filed in this cause by said Glenn and Perine, and to which your petitioner begs leave to refer.) That John Sullivan is the only surviving partner of Jeremiah Sullivan, and as such claims to be entitled to the whole interest of the said Jeremiah. That Henry Schwartz is the assignee of Peter A. Guestier, who was the assignee of Descaves & Mercier in said claims; and that John Glenn and Edward Morgan are assignees of the interest of Thomas Sheppard in said claims. That the executors of said Oliver, representing a portion of the interest of the said Dennis A. Smith, and pretending and claiming also to represent the several interests in the claims of the said "Baltimore Mexican Company" of James Williams, John Gooding and Lyde Goodwin, David Hoffman, Benjamin C. Howard, Charles F. Mayer, and Robert Hollins representing the said interest or share of Hollins and McBlair, John Sullivan representing the interest of Jeremiah and John Sullivan, Henry Schwartz representing the interest of Descaves & Mercier, and John Glenn and Edward Morgan representing the interest of Thomas Sheppard, did, by the said deed dated on the 8th day of May, A. D. 1841, assign all their said several interests to John Glenn and David M. Perine in trust, as is particularly set forth in said deed, and did thereby also further empower the said Glenn and Perine to act for them in the premises.

Your petitioner further represents, that the said Glenn and *and* Perine, and Thomas and White, claiming to represent the said interests of all the original members of the Baltimore "Mexican Company" as before stated, did appear with said claims before the commissioners appointed as aforesaid by the Government of the United States of America and the Republic of Mexico, to ascertain and adjust the claims of citizens of the United States against the said Republic; and did procure from them and allowance of, and awards of, the amount of said claims in their favor; that is to say, an award or awards to the said Glenn and Perine to the amount of four hundred and seventeen thousand four hundred and twenty-seven dollars and forty-seven cents, ($417,427 47;) and to the said Thomas and White to the amount of one hundred and forty-one thousand seven hundred and fifty-four dollars and sixty-nine cents, ($141,754 69.) That of the sums thus awarded there is included a considerable sum, but to what amount your petitioner is ignorant, to which said company, or those who derive their interest from the members thereof, are not entitled, but that the same was awarded on account of the private claim of the said Dennis A. Smith: That all the said sums, or awards, or certificates issued upon them by the Secretary of the Treasury, under the act of Congress of the twelfth of June, A. D. 1840, are now brought within the jurisdiction of this court, for distri-

bution among those persons who may be found entitled to them by the decree of this court, (all which will more fully appear by reference to original bill, the answers thereto, and other proceedings in this cause.)

Your petitioner further represents, that soon after the "Baltimore Mexican Company" was formed, in the early part of the year eighteen hundred and sixteen, the said Lyde Goodwin was unanimously selected and employed as sole agent of the association to transact all the business of the company. And in consideration that he had agreed to take upon himself the performance of the duties of his office as agent, the said company agreed upon their part that said Goodwin should be compensated by being paid five per centum out of the gross amount of the claim of the said company upon the Mexican Republic, whenever the same should be received, and that the said sum should be clear of all deductions: that said Goodwin did assume upon himself the duties of the agent of the said association in pursuance of the aforesaid appointment, and did fully and faithfully perform, in transacting the business of the said company, all that was required of him by said agreement to do, and these his services were all rendered previous to his application for the benefit of the insolvent laws as aforesaid: that your petitioner, standing in the shoes of the said Goodwin, is entitled to the awards or certificates issued as aforesaid upon them, or to so many or so much thereof as will be equal to five per centum upon the whole amount awarded to said Glenn and Perine, and Thomas and White, for and on account of the claims of said association, free and clear of all deductions. Wherefore your petitioner prays that the said Glenn and Perine, and the said Thomas and White, may set forth and state the whole amount awarded to them on account of the claims of the said "Baltimore Mexican Company," clear of all deductions. And that the said Glenn and Perine, and the said Thomas and White, may be directed to deliver to your petitioner, by the decree of this court, according to the respective amounts of certificates in their hands, on account of the claims of the said "Baltimore Mexican Company," the sum of five per centum, or certificates to that amount, on the whole sum so as aforesaid awarded to the said Glenn and Perine, and Thomas and White. And that it may please your honors to grant to your petitioner such other and further relief as his case may require, *and* to your honors may seem meet; and your petitioner, as in duty bound, will ever pray, &c.

G. L. DULANY,
T. P. ALRICKS,
For Petitioner.

And on the same twenty-ninth day of January an order for rule-hearing was filed in said case as follows, to wit:

Ordered by the court, this twenty-ninth day of January, A. D. 1842, that the matter of the prayer of the foregoing petition be set down for hearing on the fourth Saturday of February next: Provided a copy of their said petition and of this order be served on David M. Perine and

John Glenn, or either of them, on or before the fifteenth day of February next.

R. B. MAGRUDER.

And afterwards, to wit, on the thirty first day of January, in the year last aforesaid, the claims of Robert Oliver's executors, J. and J. Sullivan, trustees of Hollins and McBlair, trustees of Thomas Sheppard and Henry Schwartz, were filed in said cause in form following, to wit:

The executors of Robert Oliver claims half of D. A. Smith's claim, and four-ninths of the Mexican company's claim.

J. and J. Sullivan claims one-ninth of the Mexican company's claim.

The trustees of Hollins and McBlair claims one-ninth of the Mexican company's claim.

J. Glenn and E. Morgan, trustees of Thomas Sheppard, claims one-ninth of the Mexican company's claim.

Henry Schwartz claims one-ninth of the Mexican company's claim.

J. GLENN, *Attorney*.

And on the same thirty-first day of January, in the year last aforesaid, James W. McCulloh, trustee of George P. Stevenson, by Thomas P. Alricks, esq., his solicitor, filed in said cause a petition in form following, to wit:

Baltimore county court, equity side.

PHILIP E. THOMAS and JOHN WHITE
vs.
DENNIS A. SMITH and others.

To the honorable the judges of Baltimore county court, sitting in equity.

The petition of James W. McCulloh, of the city of Baltimore, surviving trustee of George P. Stevenson, now deceased, under and by virtue of the deed of trust hereinafter referred to, respectfully represents, that the said George P. Stevenson, in his lifetime, to wit, on the third day of October, A. D. 1816, executed a deed of trust of all his property, claims, and effects, of whatever nature or description, to the said James W. McCulloh, your petitioner, and a certain John Hollins: that the trust so created, for the purposes in said deed mentioned, was duly accepted by your petitioner and the said John Hollins, (all of which will more fully appear by reference to said deed of record in this court, a duly certified copy of which your petitioner is ready to produce if required:) and your petitioner, the said James W. McCulloh, states that he is now the sole surviving trustee under said deed, the said John Hollins having departed this life since the execution thereof, and the acceptance of the trust therein conveyed; and that by virtue of said deed all the property, claims, and effects of the said George P. Steven-

son, at the time of the execution thereof, has become invested in your petitioner as surviving trustee aforesaid.

And your petitioner further states, that said George P. Stevenson was one of the original members of the "Baltimore Mexican Company," which was formed so as to consist of ten shares, held by an equal number of individuals or firms, each individual member or firm holding one share: that the said George P. Stevenson had, previous to the execution of said deed of trust, made large advances on account of his interest in said company: that his interest in said company's property, claims, and effect, on the date [of] said deed, was in the proportion of four thousand five hundred and sixty-five dollars and twenty-five cents to eight thousand three hundred and ninety-one dollars and two cents, this last amount being the entire interest of one whole share in said company. And your petitioner states, that said interest of the said George P. Stevenson in the property, claims, and effects of said company, was transferred by said deed of trust to your petitioner and the said John Hollins, and has since become vested in your petitioner as surviving trustee aforesaid.

Your petitioner further states to your honors, that the "Baltimore Mexican Company" had large claims upon the Republic of Mexico, which, with other claims belonging to citizens of the United States, it was agreed by a convention between the Republic of Mexico and the said States should be ascertained and adjusted by commissioners to be appointed by the two Governments. This convention was entered into on the 11th day of April, A. D. 1839, and an act of Congress was passed on the 12th day of June, A. D. 1840, to carry into effect the said convention. That commissioners were duly appointed under said convention, and held their sessions in Washington, when the citizens of the United States who had claims upon the Republic of Mexico, falling under the provisions of said convention, presented their demands to the said commissioners for adjustment. And your petitioner further states, that John Glenn and David M. Perine, and Thomas and White, the complainants in this cause, claiming to represent the interests of all the original members of the "Baltimore Mexican Company," did appear with said claims before the said commissioners, and did procure from them an allowance of, and awards of, the amount of said claims in their favor; that is to say, an award or awards to the said Glenn and Perine to the amount of four hundred and seventeen thousand four hundred and twenty-seven dollars and forty-seven cents; and to the said Thomas and White, to the amount of one hundred and forty-one thousand seven hundred and fifty-four dollars and sixty-nine cents: that of the sums thus awarded there is included a considerable sum, but to what amount your petitioner is ignorant, to which said company is not entitled, but that the same was awarded on account of a private claim of a certain Dennis A. Smith. That all these said sums or awards, or certificates issued for the same by the Secretary of the Treasury of the United States, under the act of Congress of the 12th June, A. D. 1840, are now brought within the jurisdiction of this court for distribution among those persons who may be found entitled to them by

2755.

the decree of this court, (all of which will more fully appear by reference to the original bill, the answers thereto, and other proceedings in this cause.) And your petitioner further states, that it is only lately that he has been informed of the claim which he has, as surviving trustee aforesaid, to the amount which has been awarded to the "Baltimore Mexican Company" as aforesaid, on account of the interest of the said George P. Stevenson in said company. And your petitioner is unable to state whether the same is in one award, or whether separate awards have been made to each of those interested in said company. That your petitioner, as surviving trustee aforesaid, is entitled to the awards or certificates issued upon them as aforesaid, to the full amount of the proportion hereinbefore set forth; that is, as the interest of George P. Stevenson in said company was to the interest of the other members of this company at [the] time of the execution of said deed of trust to your petitioner and the said John Hollins.

Wherefore your petitioner prays that the said Perine and Glenn, and the said Thomas and White, may set forth and state the whole amount awarded to them for and on account of the claims of the said "Baltimore Mexican Company," clear of all deductions; and that the said Glenn and Perine, and the said Thomas and White, may be directed to deliver to your petitioner, by the order and decree of this court, such portion of said awards as was allowed said company on account of the interest of said George P. Stevenson therein, or the certificates for the same; and that it may please your honors to grant such other and further relief to your petitioner as his case may require. And your petitioner, as in duty bound, will ever pray, &c.

T. P. ALRICKS, *for Petitioners.*

The said cause so standing was continued until the first day of February then next; at which said term, to wit, on the fifth day of February, in the year last aforesaid, an order for rule-hearing of the petition of James W. McCulloh was filed in said cause as follows, to wit:

Ordered by the court, this 5th day of February, A. D. 1842, that the matter of the prayer of the foregoing petition be set down for hearing on the 25th day of this month: Provided a copy of this order and of the said petition be served on John Glenn and David M. Perine, or on either of them, and on Philip E. Thomas and John White, or on either of them, on or before the 15th of this month.

R. B. MAGRUDER.

The said cause so standing was continued from term to term until the first day of May then next. At which said term, to wit, on the second day of May, in the year last aforesaid, David M. Perine and John Glenn, by Reverdy Johnson, esq., their solicitor, file in said cause their answer and exhibits, Nos. 1, 2, 3, to the petition of George M. Gill, permanent trustee of Lyde Goodwin, as follows, to wit:

To the honorable the judges of Baltimore county court, sitting in equity:

The answer of David M. Perine and John Glenn to the petition of George M. Gill, as permanent trustee of Lyde Goodwin, filed in the case in this court of P. E. Thomas and John White against Dennis A. Smith and others.

These respondents answering say: That they admit the said Lyde Goodwin applied for the benefit of the insolvent laws of this State, on or about the 25th of February, in the year eighteen hundred and seventeen; and that the petitioner was afterwards, but not before March, 1837, appointed and bonded as permanent trustee of said debtor. Respondents herein state, that upon the said application of Goodwin, a certain George I. Brown, then of the city of Baltimore, but now deceased, was, on the 26th February, 1817, duly appointed provisional trustee of said debtor, and as such on the same day executed a bond, with security as such trustee as the law provided; and having done so, the said debtor afterwards, to wit, on the same day, executed and delivered to said trustee a deed of assignment of all his property, real, personal, and mixed; all of which will more fully appear by the record of said proceedings, referred to by the petitioner, and a copy of which is herewith exhibited, and prayed to be considered as a part of this answer, marked No. 1.

Further answering respondent says: That the several interests as originally held in the Mexican expedition by the company, as held by the petitioner, is correctly set forth; but whether the interests of each of said parties or persons, which in the first instance was a tenth, afterwards became a ninth by the withdrawal of G. P. Stevenson from the company, respondents are not able to state with certainty, as the representatives of said Stevenson have filed their petition in this case, claiming as such representatives to be entitled to what has been received under the treaty referred to in the present petition, on account of said tenth, and such claim is yet undecided by this court. Until such division is had, it is of course impossible for respondents to say whether the original interests of said parties, exclusive of Stevenson, became by his retirement from the concern a ninth, or remained, as at first, only a tenth. Further answering respondents say, that it is not true, as they are advised and believe, as is stated in the petitioner's petition, that the shares of James Williams and John Gooding are vested in N. Williams, as the permanent trustee of each of said parties under the insolvent laws, but on the contrary that their interest in said company were assigned fairly and for a valuable consideration, and with full authority, by George Winchester, also permanent trustee under said laws, duly constituted and appointed of said debtors, to Robert Oliver, and that the same now belong of right to his representatives. Further answering as to their shares, respondents say, that if the full validity of the title to said shares under said purchase by R. Oliver was originally doubtful, it was settled and quieted by an act of the General Assembly of this State, passed at the last session, entitled "An act to confirm the titles of purchasers

in the cases therein referred to," and passed at the instance of the said representatives, and after a full hearing from the said trustee, N. Williams, and said respondents pray to have the benefit of said acts as if technically pleaded.

Respondents further answering say, that the amounts received by them under the treaty aforesaid, for and on account of the parties they represent, is fully set forth, as far as is practicable, in the answers filed by them to petitions also filed in this case by the said N. Williams, as trustee of said James Williams and J. Gooding, and as far as these facts are concerned they refer to said part of said answers, and pray that they be considered as parts of this answer; and they also make like reference in relation to the charges and expenses which have been or may be justly due by the said firm so as aforesaid in their hands.

Respondents admit, that what they have received they received, and that the sum was awarded to them, exclusively under the deed stated by the petitioner, from the executors of Robert Oliver and others, dated the 8th of May, 1841, and as they are advised and believe that said award and receipt as aforesaid, and the circumstances attending the same, and according to the terms and interest of the said treaty, and the act of Congress passed for its execution, are final and conclusive as against the petitioner—to show that the sum received by reason of his, the said Lyde Goodwin's, former interest in said claim upon the Mexican company was rightly the property of the respondents, subject only to the trusts of the said deed of the 8th of May. Said respondents pray to have like benefit of said parties as if they had plead the same in technical form.

Further answering they say, that independent of the ground just taken, the said petitioner, as trustee of said Goodwin, is not entitled to the claim made in his petition upon these additional grounds. First, that these respondents do not admit, but have every reason to believe the fact to be otherwise, and therefore deny, that said L. Goodwin was originally in 1816, when said expedition to Mexico was originated, elected, used, and employed as sole agent of the company, and agreed to be compensated for his services as agent by a commission of five per centum out of the gross amount of the claim of the said company upon the Mexican Government, whenever the same should be received, and that clear of all deductions; or that his services as agent, if he was agent at or under any such contract, were all rendered previous to his applying for the benefit of the insolvent laws in February, 1817. On the contrary, respondents have no knowledge of any agreement to compensate said Goodwin by a commission of five per centum, or any other commission for his agency for said company, except what they derive from an agreement to that effect, required by some of the members of said company, or their *their* representatives, dated the 20th March, 1825, eight years after he made his application for the benefit of said laws. A copy of this agreement, which consists of a letter of that date, signed by said parties, and addressed to the said Robert Oliver, is in a book kept under, as they believe, the superintendence of said Goodwin, showing the affairs of said com-

pany, and is now exhibited and prayed to be considered a part of this answer.

Respondents have no actual knowledge that said Oliver ever received said letter, or agreed to the same, but they leave the same to be established by said petitioner.

Respondents, however, further answering say, that if said letter constituted an agreement between the said company and said Goodwin, to allow him five per centum aforesaid, it passed at once to said Goodwin as of that day, and was not covered by his application for the benefit of the insolvent laws made in February, 1817, nor can possibly have been the property of his trustee appointed under that application. And so being the property of said Goodwin, in his own right in 1825, he had full power and authority to assign all his right, title, and interest in said contract for said commissions, and being so entitled, they are informed, and therefore charge, that for full value he, the said Goodwin, assigned all his interest in the same, and every other interest that he then had in the said claim upon the Mexican Government to the said Robert Oliver, as will appear by a copy of said assignment herewith exhibited, marked 2, the original being in their possession and ready to be produced when required, and prayed to be taken a as part of this answer.

And further answering these respondents say, that in evidence which, at least as far as said Goodwin himself is concerned, should be held conclusive, whilst the question of allowing the claims aforesaid of the said company was pending before the commissioners under the treaty aforesaid, and in order to establish the same to the satisfaction of said board, he, the said Goodwin, made an affidavit in support of said claim for the purpose of being used, and which he knew was used by the claimants with the commissioners in support of said claim; and in that affidavit he stated, that he, many years before the date of the affidavit, *he* had "parted with his interest in said claim, and had assigned and made over to said Robert Oliver all his right, title, and interest of every kind whatsoever in the said claim," as will appear by a copy of said affidavit, herewith exhibited, marked No. 3, and prayed to be taken as a part of this answer, the original being on file amongst the archives of said commission, wherever they may be.

Respondents further state, that if it be true, as is stated by petitioner, that the agreement he avers as to the commission of five per [centum] to said Goodwin for his services as agent of said company, was made before his, said Goodwin's, application for the benefit of the insolvent laws, they are informed, and believe, and therefore deny, that his said services were, as is stated in said petition, all rendered previous to his said application—as before appears, that application was on the 25th of February, 1817, and the very first item which appears in the books heretofore referred to, as kept under the charge of said Goodwin, was only so short a period before as the 3d August, 1816—but a little more than six months—and as will appear also by said book, many acts unnecessary to be done, and were done long after that period in relation to his said agency, even as late as the 30th of January,

1826. And although this is the last date in said book, it is manifest that said agency was by no means completed even then.

Your respondents therefore rely and charge, that if any such original contract was made with said Goodwin before his said application, he was not then entitled to any thing under it, and whatever he afterwards became entitled to demand under the same, was not embraced by his said application, but belonged to him in his own right, and subject to his own control and disposition, and being so his own, passed to said Robert Oliver by his, said Goodwin's, assignment to said Oliver of the 30th of May, 1829.

Further answering respondents say, that however these things may all be, and whether said petitioner, as trustee of said Goodwin, is entitled to any thing under said contract, or any other for commissions, out of the fund in controversy, it can only be after his, said Goodwin's, account with said company is settled, and he charged with any thing due by him to the concern; and respondents charge, that, as appears by the account of his original share in the concern, as kept in folios 56 and 57 in the book aforesaid, said Goodwin is now, and was, indebted to said concern at the time of his said application for the benefit of the insolvent laws, upwards of four thousand dollars as of March, 1817.

And further answering they say, that besides the charge aforesaid, any such claim for commissions, if any thing can properly be claimed, is necessarily to be subject to the charges and expenses paid or due by the firm, for other agencies created with his, Goodwin's, knowledge and assent, and they aver that there were several created after this his supposed agency, in order to the recovery of said claim of the Mexican Government, and the prosecution of the same before the Board of Commissioners aforesaid.

All which is respectfully submitted, and respondents pray to be hence dismissed with their costs in this behalf most wrongfully incurred.

REVERDY JOHNSON,
Sol'r for respondents.

BALTIMORE CITY, *to wit.*

On this 2d day of May, 1842, personally appeared before the subscriber, a justice of the peace of the State of Maryland, in and for the city of Baltimore, John Glenn and D. M. Perine, the respondents above named, and made oath that the matters and facts stated in the aforesaid answer are true, to the best of their information and belief.

JOHN W. PEALE.

The exhibits Nos. 1, 2, and 3, referred to in the aforegoing answer, are as follows, to wit:

(*Exhibit No.* 1.)

In Baltimore county court, March term, 1837.

In the case of Lyde Goodwin, of the city of Baltimore, an insolvent debtor, the commissioners of insolvent debtors for the city and county of Baltimore, appointed in virtue of an act of the General Assembly of Maryland, passed at December session, in the year one thousand eight

hundred and sixteen, report to the county court here, and return to the office of the clerk of the said court, the proceedings following, to wit:

To the honorable Joseph H. Nicholson, one of the judges of Baltimore county court:

The petition of Lyde Goodwin, of Baltimore, respectfully sheweth, that your petitioner is now in actual confinement in the goal of Baltimore county for debts which he is unable to pay; that he is willing and offer to deliver up to the use of his creditors, all his property, real, personal, and mixed, to which he is any way entitled, (the necessary wearing apparel and bedding of himself and his family excepted;) a schedule whereof, together with a list of his creditors and debtors, as far as he can ascertain them at present, are hereunto on oath annexed. Your petitioner also hereto annexes proof, on oath, that he has resided two years preceding this his application within the State of Maryland. Your petitioner therefore prays your honor to grant him the benefit of the insolvent laws of this State, and discharge him from his present imprisonment; and he will pray. LYDE GOODWIN.

A schedule of the property, real, personal, and mixed, of Lyde Goodwin, to which he is in any way entitled, the necessary wearing apparel and bedding of himself and his family excepted. None.

A list of debts due and owing to Lyde Goodwin, as far as he can at present ascertain them. None.

A list of the creditors of Lyde Goodwin as far as he can at present ascertain the same:

United States - - - - -	$97,419 91 cts.
Maryland Insurance office - - - -	6,506 73
Baltimore do do - - - -	1,720 00
Patapsco do do - - - -	3,102 50
Union do do - - - -	1,164 19
Marine do do - - - -	601 25
Chesapeake do do - - - -	4,011 25
Commercial do do - - - -	4,558 25
City Bank - - - - - -	9,840 00
Franklin Bank - - - - -	1,200 00
Marine Bank - - - - -	1,400 00
Hollingsworth & Worthington - - -	3,329 52
Adams & Swift - - - - -	3,549 00
Hugh Thompson - - - - -	744 65
	$139,147 25
Matthew Murray - - - - -	1,075 75
Nathaniel F. Williams - - - -	735 00
George Williams - - - - -	1,042 76
Dupont de Nemores & Co. - - - -	931 50
James G. Forbes - - - - -	681 53
	$143,613 79

BALTIMORE COUNTY, *ss.*

On the twenty-fifth day of February, in the year eighteen hundred and seventeen, the within named Lyde Goodwin made oath before me, the subscriber, a justice of the peace for Baltimore county, that the aforegoing schedule and list of debts due him, contain a true statement of all his property, real, personal, and mixed, to which he is in any way entitled, the necessary wearing apparel and bedding of himself and his family excepted; and that the aforegoing list of creditors is a true list of his creditors, and also of the sums of money due to them respectively, as far as he can at present ascertain the same.

Sworn before WM. M. MEDCALF.

BALTIMORE COUNTY, *ss.*

On the twenty-fifth day of February, in the year eighteeen hundred and seventeen, John P. Kennedy made oath before me, the subscriber, a justice of the peace for Baltimore county, that Lyde Goodwin has resided in the State of Maryland the two years preceding the date hereof, and still resides therein.

Sworn before WM. M. MEDCALF.

I hereby certify, that the within named Lyde Goodwin is now in actual confinement in the goal of Baltimore county, at the suit of George Williams, and that he is not confined on account of any breach of the peace, for the non-payment of any fine, or penalty for a breach of the laws of this State, or of the United States.

MATTHEW MURRAY, *Sheriff.*

Pursuant to the directions of the act of Assembly, entitled an act relating to insolvent debtors in the city and county of Baltimore, I do hereby refer the within application of Lyde Goodwin, for the benefit of the insolvent laws of Maryland, together with the schedule, petition, and other papers, to the commissioners of insolvent debtors for the city and county of Baltimore; and I do hereby appoint and fix the second Monday of June next for the final hearing of the said application of the said insolvent debtor, and for his appearance before the county court of Baltimore county, at the court-house in the city of Baltimore, to answer such allegations as may be made against him by *any* of his creditors or any of them. Given under my hand this twenty-fifth day of February, in the year eighteen hundred and seventeen.

JOSEPH H. NICHOLSON.

Know all men by these presents, that we, George I. Brown and Henry Didier, of Baltimore city, are held and firmly bound unto the State of Maryland, in the sum of ten thousand dollars, money of the United States, to be paid to the said State or its certain attorney or assigns; to which payment, well and truly to be made and done, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 26th day of February, in the year eighteen hundred and ——

Whereas the commissioners of insolvent debtors, for the city and county of Baltimore, have this day appointed George I. Brown provisional trustee, to take possession for the benefit of the creditors of Lyde Goodwin, an insolvent debtor of Baltimore city, of all his property, estate, and effects, books, papers, accounts, bonds, notes, and evidences of debt, agreeably to the directions of the acts of the General Assembly of Maryland, entitled an act relating to insolvent debtors in the city and county of Baltimore.

Now, the condition of the above obligation is such, that if the above bound George I. Brown *and Henry Didier* do, and shall well and faithfully, perform the duties required of him as provisional trustee aforesaid, and preserve, dispose of, transfer, convey and deliver, to such person or persons, and in such manner as the aforesaid commissioners shall appoint and direct, all the property, estate, and effects, books, papers, accounts, bonds, notes, and evidences of debt which he shall receive, or which shall be conveyed, transferred, or delivered to him as trustee aforesaid, and in all respects obey and perform the lawful orders and directions of the said commissioners in the premises, then the above obligation to be void, otherwise to remain in full force and virtue.

GEO. I. BROWN, [SEAL.]
H. DIDIER. [SEAL.]

Signed, sealed, and delivered in the presence of—
D. HOFFMAN.

This indenture, made this twenty-sixth day of February, in the year of our Lord one thousand eight hundred and seventeen, between Lyde Goodwin, of Baltimore county, in the State of Maryland, of the one part, and George I. Brown, of the other part.

Whereas, on the application of Lyde Goodwin to Joseph H. Nicholson, esq., one of the judges of Baltimore county court, for the benefit of the acts of Assembly for the relief of insolvent debtors, the said Joseph H. Nicholson did refer the said application, together with the schedule, petition, and other papers, to the commissioners of insolvent debtors for the city and county of Baltimore: And whereas the said commissioners, on the 26th day of February, 1817, appointed the above named George I. Brown, provisional trustee for the benefit of the creditors of the said Lyde Goodwin, and did order and direct that the said Lyde Goodwin should execute a deed to the said trustee, for all his property, estate, and effects, and should deliver the same to the said trustee, together with his books, papers, accounts, bonds, notes, and evidences of debt, agreeably to the provisions of the acts of Assembly in such cases made and provided.

Now, this indenture witnesseth, that the said Lyde Goodwin, in pursuance of the premises, and in consideration of one dollar, current money, to him paid by the said George I. Brown, hath granted, bargained, and sold, released, conveyed, assigned, transferred, and set over, and by these presents doth freely and absolutely grant, bargain and sell, release, convey, assign, transfer, and set over, unto the said George

I. Brown, his heirs, executors, and administrators, all and every the household goods and furniture, effects and chattels, debts, and sum or sums of money, belonging to and due or owing to him, the said Lyde Goodwin, as are in the schedule of the said Lyde Goodwin particularly mentioned; and also all other the property and estate, real, personal, and mixed, of what kind, nature, or quality soever, (excepting the wearing apparel, bed and bedding, of the said Lyde Goodwin,) which the said Lyde Goodwin has or claims any title to, or is in any respect entitled to, in possession, remainder, or reversion; to have and to hold the same, and every part or parcel thereof, unto him, the said Lyde Goodwin, his heirs, executors, administrators, and assigns forever, in trust for the creditors of the said Lyde Goodwin, and for their use and benefit, agreeably to the act of Assembly, entitled an act for the relief of sundry insolvent debtors, and the several supplements thereto.

In witness whereof the said Lyde Goodwin hath hereunto set his hand and affixed his seal, the day and year first above mentioned.

LYDE GOODWIN. [SEAL.]

Signed, sealed, and delivered in the presence of—
WM. M. MEDCALF.

BALTIMORE COUNTY, *ss.*

On the 26th day of February, in the year eighteen hundred and seventeen, came Lyde Goodwin, before us, two justices of the peace for the county aforesaid, and acknowledged the within instrument of writing to be his act and deed, according to the true intent and meaning thereof, and the act of Assembly in that case made and provided. Acknowledged before

WM. M. MEDCALF,
JOHN MITCHELL.

BALTIMORE COUNTY, *sct.*

I, George I. Brown, personal trustee, appointed by the commissioners of insolvent debtors for the city and county of Baltimore, on behalf of the creditors of Lyde Goodwin, an insolvent debtor, do hereby certify, that I have received of the said Lyde Goodwin all his property, as mentioned in his schedule.

GEORGE I. BROWN.

Witness,
WM. M. MEDCALF.

Know all men by these presents, that we, Lyde Goodwin and Henry Didier, jr., of Baltimore county, are held and firmly bound unto the State of Maryland in the sum of ten thousand dollars, money of the United States, to be paid to the said State, or to its certain attorney or assigns; to which payment, well and truly to be made and done, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated

this twenty-sixth day of February, in the year eighteen hundred and seventeen.

The condition of the above obligation is such, that if the above bound Lyde Goodwin, shall make his personal appearance before the commissioners of insolvent debtors, for the city and county of Baltimore, at the court-house in the said city, on the second Wednesday of April next, at four o'clock in the afternoon, and answer such interrogatories as may be propounded to him by any of his creditors, agreeably to the act of Assembly, entitled an act relating to insolvent debtors in the city and county of Baltimore; and shall also make his personal appearance before the judges of Baltimore county court on the second Monday of June next, then and there to answer such allegations and interrogatories as the creditors of the said Lyde Goodwin, or any of them, may have filed against him, agreeably to the said act of Assembly, and the act entitled an act for the relief of sundry insolvent debtors, and the several supplements thereto, and continue in court until duly discharged, then the above obligation to be void, else to remain in full force and virtue in law.

LYDE GOODWIN, [SEAL.]
H. DIDIER, Jr. [SEAL.]

Signed, sealed, and delivered in the presence of—
THO. KELL.

In the case of Lyde Goodwin, an insolvent debtor, the undersigned, commissioners of insolvent debtors for the city and county of Baltimore, beg leave to report to the honorable Joseph H. Nicholson, that George I. Brown has been by them appointed provisional trustee, for the benefit of the creditors of the said Lyde Goodwin, an insolvent debtor, and that the said trustee hath certified to us that he is in possession of all the property of the said Lyde Goodwin, mentioned in his schedule. Given under our hands this 26th day of February, in the year of our Lord eighteen hundred and seventeen.

THO. KELL,
DAVID HOFFMAN,
Commissioners.

In the case of Lyde Goodwin, an insolvent debtor: Whereas Lyde Goodwin, of Baltimore city, did heretofore apply to the subscriber, J. H. Nicholson, judge of Baltimore county court, for the benefit of the insolvent laws of Maryland; and the said application of the said Lyde Goodwin having been referred, together with the petition, schedule, and other papers, to the commissioners of insolvent debtors for the city and county of Baltimore, in compliance with the provisions of the act of Assembly, entitled an act relating to insolvent debtors in the city and county of Baltimore; and the said commissioners having reported to me that the provisional trustee appointed by them is in possession of all the property of the said Lyde Goodwin; these are, therefore, to certify, that I have this day granted a personal discharge to the said

Given under my hand and seal this 25th day of February, 1817.

JOSEPH H. NICHOLSON. [SEAL.]

In the case of Lyde Goodwin, an insolvent debtor, the undersigned, commissioners, report to Baltimore county court, that the said Lyde Goodwin hath complied with the terms and conditions of the insolvent laws, and hath acted fairly and bona fide, as far as has appeared to the said commissioners, and that no interrogatories have been filed against the said Lyde Goodwin. And the said commissioners now return to the office of the clerk of Baltimore county court the schedule, and all the proceedings which have been had before them, for record. Given under our hands this eighth day of June, in the year of our Lord eighteen hundred and seventeen.

J. MEREDITH,
THO. KELL,
D. HOFFMAN,
Commissioners.

And now here, at March term of said court, in the year of our Lord one thousand eight hundred and seventeen, to wit, on the ninth day of June, in the year last aforesaid, comes into the said court here the said Lyde Goodwin, in his proper person. It is, therefore, in pursuance of the provisions of the insolvent laws aforesaid, adjudged, granted, and ordered, by the said court here, that the said Lyde Goodwin be, and he is hereby, fully and finally discharged from all debts, covenants, contracts, promises, and agreements, due from, or owing, or contracted by him, in his individual, as also in a copartnership capacity by him, before the said twenty-sixth day of February, in the year of our Lord one thousand eight hundred and seventeen: provided, that any property which he shall hereafter acquire by gift, descent, or in his own right by bequest, devise, or in any course of distribution, shall be liable to the payment of the said debts.

Test, WM. GIBSON, *Clerk.*

And afterwards, to wit, on the fourteenth day of March, in the year of our Lord one thousand eight hundred and thirty-seven, came into court here Nathaniel Williams, district attorney of the United States, for the district of Maryland, and Matthew Murray, and filed in the cause aforesaid the following petition, to wit:

To the honorable the judges of Baltimore county court:

The petition of the undersigned, creditors of Lyde Goodwin, an insolvent debtor, respectfully represents, that the said Lyde Goodwin applied for the benefit of the insolvent laws on or about the 25th February, 1817, and that on the 8th June, 1817, a favorable report was made on the said application, and final discharge granted.

Your petitioners further state, that no permanent trustee has ever been appointed in the matter of the application of the said Lyde Goodwin. The undersigned, being a majority in value of the creditors of the said Lyde Goodwin, recommend the appointment of George M. Gill as permanent trustee of the said Lyde Goodwin.

NATH'L WILLIAMS,
Dist. att'y U. S., Md , for the United States.
MATTHEW MURRAY.

Which being read and heard, the court passed the following order, to wit:

IN BALTIMORE COUNTY COURT.

It appearing to the satisfaction of this court that a majority in value of the creditors of Lyde Goodwin have recommended the appointment of George M. Gill as permanent trustee of the said Lyde Goodwin, it is therefore, this 15th day of March, 1837, ordered and directed by Baltimore county court, that George M. Gill be, and he is hereby, appointed the permanent trustee of the said Lyde Goodwin, and that, as permanent trustee, he execute a bond in the penalty of ten thousand dollars, with security to be approved by this court.

R. B. MAGRUDER.

And on the sixteenth day of March, in the year last aforesaid, George M. Gill, appointed permanent trustee as aforesaid, filed in said cause the following bond, to wit:

Know all men by these presents, that we, George M. Gill, and Grafton L. Dulany, and John Carrere, jr., of the city of Baltimore, are held and firmly bound unto the State of Maryland in the sum of ten thousand dollars, current money, to be paid to the said State, its certain attorney or assigns; to which payment, well and truly to be made, we bind ourselves and each of us, our and each of our heirs, executors, and administrators, firmly by these presents. Sealed with our seals, and dated this sixteenth day of March, in the year of our Lord one thousand eight hundred and thirty-seven.

Whereas, by an order of Baltimore county court, bearing dated the fifteenth day of March, in the year eighteen hundred and thirty-seven, the above named George M. Gill was appointed permanent trustee of Lyde Goodwin, of the city of Baltimore, an insolvent debtor, for the benefit of the creditors of the said debtor, agreeably to the act of Assembly in such case made and provided. Now, the condition of the above obligation is such, that if the above bound George M. Gill do, and shall, faithfully perform the duties required of him as permanent trustee as aforesaid, and shall in all respects obey and perform the lawful orders of Baltimore county court in the premises, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

GEO. M. GILL, [SEAL.]
G. L. DULANY, [SEAL.]
JNO. CARRERE, Jr. [SEAL.]

Signad, sealed, and delivered in the presence of—
HENRY HAZEL.

Which bond is thus endorsed, to wit:
I believe the within bond sufficient.

THOS. KELL, *Clerk.*

March 16, 1837.

Bond and security approved March 16, 1837.

R. B. MAGRUDER.

Test: THOS. KELL, *Clerk.*

In testimony that the aforegoing is a full and true copy, taken from the record of proceedings of Baltimore county court, in the [SEAL.] above mentioned cause, I have hereto set my hand and affixed the seal of said court, this third day of February, in the year of our Lord one thousand eight hundred and forty-two.

THOS. KELL, *Clerk.*

Exhibit No. 2.

(Copy.) Being indebted to Robert Oliver, of Baltimore, upwards of nine thousand dollars, I hereby assign, transfer, and make over, to the said Robert Oliver, in payment of my said debt to him, the following objects, which were assigned to him many years ago, to secure the payment of said debt due by me, to wit: all my undivided ninth part, and right, title, and interest, of every kind whatever, in the claim of the Government of Mexico for supplies furnished and advances made the late General Mina, or the proceeds thereof, and which claims are under the control of the said Robert Oliver, and his agent John Mason, jr., now in Mexico. Also a claim on a certain Louis Merwin, who died some years ago in Havana. The object and intention of this agreement is to make a full and complete transfer to the said Robert Oliver of all my right, title, and interest, as aforesaid, for which the said Robert Oliver has agreed to balance my account on his books, and to consider the same as satisfactorily settled. And I hereby authorize and order all my agents, or those holding any powers of attorney or instructions from me relative to the aforesaid property, to account with the said Robert Oliver for the same, or the proceeds thereof.

Baltimore, May 30, 1829. L. GOODWIN.

Witness—JOHN THOMAS.

I confirm the above agreement.

ROBERT OLIVER.

Exhibit No. 3.

(Copy.) UNITED STATES OF AMERICA,

State of Maryland, to wit:

I, Henry S. Sanderson, notary public by letters patent under the great seal of the State of Maryland, commissioned and duly qualified, residing in the city of Baltimore, in the State aforesaid, do hereby certify, attest, and make known, that, on this 8th day of May, 1841, personally appeared Lyde Goodwin, of the city of Baltimore, and made oath on the holy evangely of Almighty God, that, at the time the expedition under General Mina was projected in the city of Baltimore for the aid of the Republic of Mexico, he, the deponent, was one of the original parties of the Mexican Company of Baltimore, which company

was formed for the purpose of assisting General Mina as aforesaid, which expedition was fitted out under the immediate superintendence and direction of the deponent; that afterwards, and many years before the decease of Robert Oliver, who died in December, 1834, the deponent assigned and made over to the said Robert Oliver all his right, title, and interest, of every kind whatsoever, in the said claim on the Government of Mexico for supplies furnished and advances made to the said General Mina, or the proceeds thereof. The deponent being, therefore, well acquainted with the circumstances under which the supplies were furnished to General Mina as aforesaid, and having many years since parted with his interest in said claim as above stated, deposes and says: That, under the circumstances at the time the expedition under General Mina was projected in the city of Baltimore, the one hundred per cent. charged was considered by the owners of it, and by the community, as far below a reasonable compensation: besides the risk of failure, (which actually happened by the capture and death of General Mina,) the expedition had to encounter the risk of capture at sea by the Spanish squadron, which was respectable in numbers and efficiency, and which rendezvoused at the Havana, directly in the path of the vessels on their way, as the deponent thinks, to Matamora or its neighborhood. So great was considered the sea risk that no insurance at any rate of premium could have been effected on it in this country. There was likewise another very great risk to be encountered, namely, the uncertainty of the success of the patriots of Mexico in the vital struggle for liberty in which they were engaged. Indeed, at the present time of caution and prudence, the deponent looks back to the period of the undertaking with astonishment, and can only account for the zeal and energy with which it was prosecuted, surrounded as it was with so many perils, by the respect and sympathy felt for the gallant chief, and the desire to promote the cause of human rights and civil liberty for which the Mexicans were contending. So far, deponent repeats, was the 100 per cent. from being a reasonable remuneration, even if the expedition had been eminently and immediately successful, that it was thought by all who had any knowledge of it, as altogether inadequate to the danger incurred, the loss of credit which it certainly produced in the more discreet portion of our business men, and the length of time which must necessarily have elapsed before the parties could expect to be paid: General Mina and Doctor Mier both thought it moderate, and did not for one moment hesitate to accede to it. It is a custom so universally known, and so unhesitatingly admitted and acted on in all commercial transactions, that the profit is to be in proportion to the risk, that the deponent does not consider it necessary to say anything upon this subject. A reference to several mercantile houses of this city will shew that similar expeditions to Buenos Ayres and Chili about the same time were made on terms certainly not more, if as advantageous to the patriots of those countries. And in the particular case to which deponent has now had his attention called, he thinks he has furnished enough to satisfy any disinterested mind of the justice of the demand now made for the ful-

filment of the contract referred to. And the said Lyde Goodwin further deposes and says: That the invoices and accounts of the expedition under General Mina were signed by the General and delivered to Captain Boyle, commander of the brig Calypso, and were copied into the ledger kept by Mr. George Monk, deponent's clerk, under deponent's directions. At the close of these copies the words were placed, "signed Xavier Mina." After this was done, it was on better reflection thought advisable to make these copies duplicates instead of copies, and the words, "signed, Xavier Mina," were scratched out, and General Mina signed such accounts in the ledger with his own proper handwriting in the presence of deponent. The reason of this change was the fear that the originals given to Captain Boyle, signed by General Mina, might be lost, and the event showed the propriety of this precaution, because, with every exertion which it has been possible to use, the papers furnished to Captain Boyle have never been found.

(Signed,) L. GOODWIN.

Of which an act having been of me requested, I have granted these presents, to serve and avail as need and occasion may require.

In testimony whereof the said deponent hath hereunto subscribed his name, and I, the said notary, have hereunto set my hand [SEAL.] and affixed my notarial seal, the eighth day of May, in the year of our Lord one thousand eight hundred and forty-one.

(Signed,) H. S. SANDERSON, *Notary Public.*

And on the same second day of May, Robert M. Gibbs, Charles Oliver, and Thomas Oliver, executors of Robert Oliver, by Reverdy Johnson, esq., their said solicitor, file in said cause their answer to the petition of George M. Gill, trustee of Lyde Goodwin, in form following, to wit:

The answer of Robert M. Gibbs, Charles Oliver, and Thomas Oliver, executors of Robert Oliver, to the petition of George M. Gill, trustee of Lyde Goodwin, filed in the case in this court, on its equity side, in which P. E. Thomas and John White are complainants, and Dennis A. Smith and others are defendants. These respondents answering say, that referring for its admissions, averments, and defences, to the answer to said petition on file in said case, of their co-defendants in said petition, J. Glenn and D. M. Perine make the said admissions, averments, and defences their own, and pray to have the like benefit thereof as if in this answer they set forth in its proper form each of said admissions, averments, and defences. And they pray to be hence dismissed with their costs.

R. JOHNSON,
Solicitor for respondents.

And on the same second day of May, David M. Perine and John Glenn, by their said solicitor, file in said cause their answer to the petition of George M. Gill, trustee of Lyde Goodwin, relative to one-ninth of the claim of the Mexican company, in form following, to wit:

To the honorable the judges of Baltimore county court, sitting in equity:

The answer of D. M. Perine and J. Glenn to the petition of George M. Gill, trustee of Lyde Goodwin, filed in the case in this court, in which Philip E. Thomas and John White are complainants, and Dennis A. Smith and others are defendants.

These respondents answering say, that they admit that the said L. Goodwin, on or about the 25th of February, 1817, applied for, and after, upon such application, obtained the benefit of the insolvent laws of this State, and that the petitioner is the only appointed and qualified permanent trustee of said debtor; but they aver that he was not so appointed and qualified until on or about the 16th of March, 1837. They further state, that the said George I. Brown, named in the petition of the said petitioner, was, on the said 25th of February, 1817, duly appointed the provisional trustee of said debtor under by said application, and on the next day *only* qualified as such trustee by giving bond and security for the performance of his said trust; and as for these facts, as well as for all the other proceedings had under said application, these respondents refer to the record thereof now in this court, and to a duly authenticated copy thereof, exhibited by them, with their answer to another petition of this petitioner filed in this case, and pray that said record may be taken and considered as a part of this their answer.

Your respondents further answering, admit that the said Goodwin was one of the original proprietors in the concern, mentioned by petitioner, of the Mexican company, and was so concerned to the extent of one-tenth; but that it afterwards was enlarged to a ninth depends upon the fact whether a certain George P. Stevenson, also one of said first proprietors, abandoned his interest in the same, and consented to its becoming merged in the shares of his co-partners. This question can only be decided and ascertained after it shall be decided by this court, before whom it is now pending in this case, upon a petition by the representatives of said Stevenson, claiming to be allowed out of the fund in controversy one-tenth thereof, on account of his, said Stevenson's, said original share.

Further answering respondents admit, that, under the treaty and act of Congress referred to by the petitioner, the said claim of said company was presented by them, and others representing shares in the same, and that it resulted in their being awarded by the commissioners under said treaty and law the amount of said claim; but for the amount of said award and the relative shares therein, respondents refer to their answer to the petitioners in this case, of N. Williams as trustee of James Williams and of John Gooding, heretofore filed, and pray to have like benefit of the facts in relation to the same as if they were here repeated.

Your respondents admit, that they presented and had the share and interest in said claim allowed to them by said commissioners under the deed mentioned by the petition of the 8th of May, 1841, from the executors of said Oliver and others to respondents; and that said executors claimed to be entitled to the interest of said Goodwin in the same, by virtue of an assignment from the said Brown as his trustee to

said Oliver, dated on or about the 21st of March, 1825—the original of which is now in the possession of respondents, and ready to be produced when required, and when produced is prayed to be considered as part of this their answer. They believe the copy of the same filed by the petitioner is a true copy; but if not, there is a true copy filed by respondents, and they refer to the same for greater certainty, with their answer to another petition of the said George M. Gill, on file in this case.

And your respondents further answering say, that beside the title of said Oliver and his executors to the said ninth or tenth, as the case may be, of said Goodwin's interest in said Mexican company under the assignment aforesaid of said Brown, he, the said Goodwin, afterwards, to wit, on or about the 30th of May, 1829, himself, assigned to said Oliver and son for value all his, the said Goodwin's, interest in said ninth, and in any other part of said claim that he was entitled to, whether for commissions as agent or in any other way in relation to said claim; and in support of this averment, respondents refer to a copy of said last assignment, also filed with their answer to petitioner's other petition, and pray the same to be considered as a part of this answer—the original being in their possession and ready to be produced if required.

They further are advised and therefore charge, that the award in their favor by said commissioners, for and on account of the said interest of said Goodwin in said claim, is by the terms thereof, and the title they prescribe to the same to the commissioners, and the terms of the said treaty and act of Congress, and the rules of law applicable thereto, conclusive evidence of their right to the fund now claimed, and especially conclusive as against said Goodwin and those claiming title to the same under him. And in further evidence that said Goodwin has and had no interest in the said claim by way of original interest or otherwise, respondents state, that he, the said Goodwin, whilst said claim for and on account of said interest was prosecuting by the respondents before said commissioners, made an affidavit to be used in support thereof, showing the origin and nature of said claim, and in which he expressly swore that he had no personal interest in the same, having long prior thereto assigned the same to the said Robert Oliver; and they refer to a copy of said affidavit, filed with their said answer to said other petition in this case of said petitioner, and pray to have like benefit thereof, as if filed with this answer—the original being on file in the archives of said commission, and now, as they suppose, in the State Department of the United States.

Further answering respondents say, that they are advised, and therefore charge, that notwithstanding the said Brown was only, when his assignment of said claim of said Goodwin in said claim was made as aforesaid, the provisional trustee of said Goodwin, that yet his said assignment was and is valid and effectual to pass the said interest to said Oliver and his representatives, by virtue of the supplementary act to the act relating to insolvent debtors in the city and county of Baltimore;

(the law and its supplements under which said application of said Goodwin was made, which was passed in 1829, chapter 208,) and they rely upon said act and assignment, in addition to the matters herein before alleged, as conclusive evidence of title in said Oliver's representatives in said share.

Further answering respondents say, that whatever may be found to be the title of said petitioner in said claim and its said proceeds as awarded by said commissioners, (but which, as above stated, they altogether deny,) they are advised, and therefore insist, that it is only to be allowed after all the expenses and charges attending the collection of said claim throughout its entire prosecution, from the first to its final receipt by them under said award or deducted, as also after the said share of said Goodwin is charged with what was due by him to his associates in said company, the amount of which is stated in their said answer to the other petition of petitioner, as trustee of said Goodwin in this case, and to which they beg to refer, the amount as therein stated is upwards of four thousand dollars, and the evidence in support thereof is therein given. All which is respectfully submitted, and respondents pray to be hence dismissed, with their costs in this behalf most wrongfully incurred.

REVERDY JOHNSON,
Sol. for respondents.

BALTIMORE CITY, *to wit:*

On this 2d day of May, 1842, personally appeared before the subscriber, a justice of the peace for the State of Maryland, in and for the city of Baltimore, John Glenn and D. M. Perine, the respondents above named, and made oath that the matters and facts stated in their aforesaid answer are true to the best of their information and belief.

JOHN W. PEALE.

And on the same second day of May, Robert M. Gibbs, Charles Oliver, and Thomas Oliver, executors of Robert Oliver, by their said solicitor, filed in said cause their answer to the petition of George M. Gill, trustee of Lyde Goodwin, in form following, to wit:

The answer of Robert M. Gibbs, Charles Oliver and Thomas Oliver, executors of Robert Oliver, to the petition of George M. Gill, trustee of Lyde Goodwin, filed in the case in this court, on its equity side, in which P. E. Thomas and John White are complainants, and Dennis A. Smith and others are defendants.

These respondents answering say, that referring for its admissions, averments, and defences, to the answer to said petition on file, in said case of their co-defendants in said petition, J. Glenn and D. M. Perine, make the said admissions, averments, and defences their own, and pray to have the like benefit thereof, as if, in this answer, they set forth in its proper form each of said admissions, averments, and defences. And they pray to be hence dismissed with their costs.

REVERDY JOHNSON,
Sol. for respondents.

And on the same second day of May, John Glenn and David M. Perine, by their said solicitor, file in said cause their answer, and exhibits A, B, C, D, and E, to the petition of Nathaniel Williams, permanent trustee of John Gooding, in form following, to wit:

The answer of John Glenn and David M. Perine, to the petition of N. Williams, as permanent trustee of John Gooding, filed in the case in this court, on its equity side, in which P. E. Thomas and John White are complainants, and Dennis A. Smith and others are defendants.

These respondents answering say, that they believe it to be true, and therefore admit, that the petitioner was appointed by Baltimore county court permanent trustee of John Gooding, in the petition named, the said Gooding having applied for and obtained the benefit of the insolvent laws. But for greater certainty in this particular, and for the purpose of showing all the proceedings which were had upon said application, except as hereinafter stated, your respondents refer your honors to a certified copy of said proceedings, subject to said exception herewith filed, marked exhibit A, and prayed to be taken as a part of this answer.

Your respondents also admit that the expedition to Mexico by company called the Mexican company, as stated by petitioner, was made, and that said Gooding's interest in the same was originally a tenth; and whether it became more or not afterwards, or was such at the time he applied for the benefit of the insolvent laws, depends, respondents are informed and believe, upon the fact as to whether an interest of one-tenth in the company, originally held by a certain George P. Stevenson, was by default on his part in the payment of his portion of the advances, or by agreement between him and his associates, merged for the equal benefit of such associates as the representatives of said Stevenson, he being dead, are claiming in the present case a tenth interest in the amount awarded under the treaty mentioned by the petitioner in his petition, the question referred to can only be settled after such claim is finally adjudicated.

Your respondents further answering say, that they admit the deed of assignment to them stated in the petition, and that under that deed the proportion of the award referred to, given on account of the interest of said Gooding in said expedition, as one of the members of said company, was paid over to respondents, and is now held by them. What this amount will be to be distributed, handed over by respondents to them that be held entitled to said interest, can only be known after all the charges and expenses attending the prosecution of said claim, from its origin to the time of such distribution, shall be ascertained and liquidated. It is impossible, therefore, for respondents to state what such amount is, or will be, but the gross amount allowed for the entire claim of said company by the award referred to was, as your respondents believe, the sum of $354,436 $\frac{43}{100}$.

Further answering respondents say, that they are advised, and therefore charge, that the title in the interest of said Goodwin in said claim is not in the petitioner, but in the representatives of Robert Oliver, the person named in the petition of said Williams; and upon these grounds,

which by way of answering they state in support of said averment: First, as will appear by the record of proceedings of the said application of John Gooding for the benefit of the insolvent laws, George Winchester was duly appointed the permanent trustee of said debtor, and on the 2d day of May, in the year 1823, gave bond as such trustee, but without security. That so being trustee, afterwards, to wit, at the March term of said Baltimore court, in which said proceedings were then pending, the Hon. W. H. Ward, then an associate judge of said court, and holding said court, and having full power and jurisdiction over the subject of said application, passed a written order directing the trustee to dispose of any part of the personal estate of said debtor remaining undisposed of, at either public or private sale, as he might think best; the original of which order is now exhibited, marked B, and prayed to be taken as a part of this answer, the same constituting no part of the record of the proceedings upon said application, only because from negligence of said trustee, as respondents suppose, the same was not actually filed in said case. In pursuance of this order, said Winchester, as trustee aforesaid, did afterwards, on or about the 2d day of April, 1825, for the sum of two thousand dollars, sell and assign to said Robert Oliver the share of said Gooding in the said claim of said Mexican company, as will appear by the original assignment endorsed on the said order, and by the original receipt of said Winchester, both herewith exhibited, marked C and D, and prayed to be taken as a part of this answer. And your respondents are advised, and therefore charge, that said sale and purchase were fairly and bona fide made, and that the sum paid for said share was, at the period aforesaid, its full value; and in evidence of this fact they exhibit the certificate of John Sullivan, a party entitled to one of the shares in said Mexican company, dated the 16th February, 1842, marked E, and prayed to be taken as a part of this answer.

Respondents further answering say, that they are advised that the said sale having been made as aforesaid to Robert Oliver, under the authority of said order, the same conveyed absolutely to said Oliver the said share of Gooding, notwithstanding it was afterwards, but for the first time, decided by the court of appeals, at its June term, 1828, in the case of Houck vs. Crause; and which decision was recognised in a case between said Winchester, as trustee of one James Williams, and the Union Bank of Maryland, by the same court, at its December term, 1829, that a permanent trustee of an insolvent debtor must give bond with security. In the rendition of said order of sale, the said Baltimore county court had such jurisdiction over the subject; and their errors, if they made any, are not, as against an innocent purchaser without notice of defect of title in the trustee, to be visited collaterally, and that after the lapse of years from the said purchase. Respondents therefore rely upon said order and sale [as] conclusive evidence of title in said Oliver in said share of Gooding, and pray to have like benefit thereof as if technically pleaded.

But respondents further answering say, that however the total omis-

sion of said Winchester to give bond with security, when said order and sale took place, might affect the validity of Oliver's purchase, that inasmuch as, afterwards, to wit, on the 28th of April, 1825, the very month and year in which said sale was made, the said trustee did give bond with security, then having in his hands the purchase money received by him for said share, and never in his lifetime questioned the validity of said sale, but continued to hold said money as trustee aforesaid, for the benefit of the creditors of said Gooding; and, above all, as the present petitioner was one of the securities in said bond, he, the said Winchester, in his lifetime was, and said petitioner is now, estopped from denying the title of said Oliver and his representatives under said sale; the said purchase money, the two thousand dollars aforesaid, being the amount said bond was executed and approved, assets in the hands of said trustee of said insolvent estate, to be distributed amongst the creditors thereof; and of the aforegoing facts respondents also pray to have like benefit, as if they were in due form pleaded in bar of petitioner's present claim.

Further answering respondents say, that however the title of said Oliver's representatives might be if resting alone upon the grounds herein before alleged, they are advised, that inasmuch as the said transfer and assignment of said share by said Winchester, as trustee aforesaid, to said Oliver, was fairly and bona fide made, as respondents aver was the fact, any defect of form or substance in such transfer or assignment, owing to the omission of said trustee when he made the same, to give bond with security, as such trustee, was cured and wholly remedied by an act of assembly of this State, passed at its last session, entitled "An act to confirm the titles of purchasers in the cases therein referred to;" a correct copy whereof is herewith exhibited, marked F, and prayed to be taken as a part of this answer.

Your respondents allege that said act was introduced into the general assembly upon the memorial of the representatives of said Oliver, asking relief in the premises, and was afterwards passed, upon a full hearing, by counter memorial and otherwise from the present petitioner, as an act called for by the dearest principles of justice and policy to settle titles fairly obtained, and only supposed not to be free of all doubt from the mere chance of some personal requirement; and your respondents plead and rely upon said act of assembly as a full and complete bar to the title pretended to exist in the said petitioner in his said petition, and as fully vesting the interest of said Gooding, in said share, in the representatives of said Oliver, in connexion with the facts herein before set forth in this answer.

And further answering these respondents further say, that they are also advised that, independent of the said act of assembly, the title of these respondents to receive and hold the amount awarded and received by them as aforesaid, under the said treaty between the United States and Mexico, and the act of Congress passed in pursuance thereto, that as the commissioners were empowered and authorized to award in favor of such claimants under said treaty as might satisfy the said commis-

sioners of the existence of their several claims, and as the proper notice was given to all parties interested in said treaty to exhibit any claims they might have, that the award as aforesaid in favor of respondents, as the assignees of the particular share of the said Gooding only, under the several parties signing and executing the said deed of assignment to respondents, that said award and receipt of the amount thereof by respondents is a conclusive bar of all right and title in said petitioner, as trustee of said Gooding, to contest the right of respondents to receive and hold the amount awarded for the uses and trusts in said deed provided. And respondents plead the facts herein last stated as a full and complete bar to all relief in the premises to petitioner. All which is respectfully submitted; and respondents praying to be herein dismissed with their costs in this behalf most wrongfully incurred.

REVERDY JOHNSON,
Sol. for respondents.

BALTIMORE CITY, *to wit:*

On this second day of May, 1842, personally appeared before the subscriber, a justice of the peace for said city, John Glenn and D. M. Perine, the above named defendants, and made oath that the matters and facts stated in their said answer are true, to the best of their information and belief.

JOHN W. PEALE.

Exhibit A, referred to in the aforegoing answer.

In the case of John Gooding, an insolvent debtor of the city of Baltimore, the commissioners of insolvent debtors for the city and county of Baltimore, appointed under and in virtue of an act of the general assembly of Maryland, passed at December session, in the year of our Lord one thousand eight hundred and sixteen, report to the court here, and return to the office of the clerk of Baltimore county, the proceedings following, to wit:

To the honorable William H. Ward, associate judge of Baltimore county court.

The petition of John Gooding, of Baltimore, respectfully sheweth: that your petitioner is now in actual confinement in the goal of Baltimore county for debts which he is unable to pay; that he is willing and offers to deliver up to the use of creditors all his property, real, personal, and mixed, to which he is any way entitled, (the necessary wearing apparel and bedding of himself and his family excepted;) a schedule whereof, together with a list of his creditors and debtors, so far as he can ascertain them at present, are hereunto on oath annexed. Your petitioner also hereto annexes proof, on oath, that he has resided two years preceding this his application within the State of Maryland. Your petitioner therefore prays your honor to grant to him the benefit of the insolvent laws of this State, and discharge him from his present imprisonment; and he will pray.

JOHN GOODING.

A list of debts due by John Gooding, to whom, and amount.

United States, for bonds	$9,816 61
John Donnell	25,668 45
Union Bank of Maryland, J. W. Ward	1,900 00
Littleton D. Teackle	4,031 97
John Higginbottom, received from the district court of the United States, by consent, the proceeds of the Spanish brig Serina and cargo.	
NOTES.—McFadon & Harris, ins. agents.	
Hollins & McBlair.	
D'Arcy & Didier.	
Jesse & W. Eichelberger.	
Lemuel Taylor.	
Louis & John Barney	2,267 17
Maryland Insurance Company	500 00
Baltimore do do	61 25
Chesapeake do do	745 00
Universal do do	91 25
Patapsco do do	1,605 63
G. & Wm. Read	2,106 50
W. Conway	910 31
R. H. & W. Douglass	2,760 00
Jos. & Thos. W. Bell	3,315 00
Jos. Belt, jr.	958 58
In blank to persons, vendue sales	13,838 40
J. W. Stump	8,520 62
Isaac Phillips & Co.	202 50
Geo. G. Douglass	624 00
Wm. Price	307 91
And'w Crawford	714 73
Taylor & McNeal	664 50
Wm. Inloes	147 63
N. Brewer	63 75
Jno. Curlett & Co.	421 68
Crosdale & Gibson	335 73
Kerslid & S.	95 14
John Diffenderffer	140 26
Peter Fenby	304 45
W. T. Maher	352 00
Thos. Galloway	139 44
Geo. Wagner	85 27
Davis McCaughan	74 33
L. Hollingsworth	75 20

A schedule of property, and a list of debts due John Gooding, by whom, and amount.

Farm in Baltimore county, with every thing on it, say negroes, utensils, &c.; also a farm in Cecil county *county*; also a lot in Harrison street, and my one-third interest in the ship Sabine, captured by the British, assigned to John Donnell, with a condition that the surplus, if any, *to* be paid over to Messrs. Hollins & McBlair and Lemuel Taylor; brick house in Harrison street; also country seat called Hintington; and my one half interest in the brig Ariel and cargo, assigned to the president and directors of the Union Bank of Maryland; one house and lot in Pearl street, formerly belonged to Sleppy, purchased at sheriff's sale by me. Balance due on ac. of adv. per Patriot, Comet & Waverly, ass'd to Lemuel Taylor.

Samuel Davis	$5,951 57
Thomas Hutchins, jr.	1,282 99
Hugh Beard	95 00
Hanson Kelly & Co.	49 36
Edward Johnson	5,500 00
Hazlehurst & Dorsey	2,925 29
Descaves & Mercier	1,811 16
James Williams	17,477 49
Lewis Shattleford	40 00
Mexican Expedition	7,997 91
Notes	160 25
D. Burke	160 25
James Calhoun	9,417 54
Edm'd Ducatel	626 26
Dennis A. Smith	1,840 00
J. Patterson	416 46
James Corner	597 10
N. Stansbury	644 78
Meziek & Johnson	6,991 77
Thos. Sheppard	6,480 06
I. Jamison	2,530 00
Ætna Powder Company	2,150 00
Bainbridge, Ansley & Co.	7,766 16
Hammond & Newman	1,500 00
Security for John Roberts to Sarah C. O'Donnell, for Canton farm	1,000 00

Endorsements for James Williams, J. & W. Eichelberger, Finley & Vanlier.

JOHN GOODING.

Additional schedule of John Gooding, of property conveyed to John Glenn, esq., for the use of his creditors, by bills of sale recorded in the office of the clerk of Baltimore county court, in liber W. G., No. 24, folio 168 and 176, &c.

One gig and one horse, with harness; one horse cart, horse and gears; one milk cow; one plough and one harrow, with *geer*; two

spades, two rakes, and two forks; one negro girl Hagar; one negro boy Tom; one negro woman Mintee; negroes William and Mary; one piano, one book case, two wardrobes, four bureaus, two mantel clocks, four looking-glasses, two pair card tables, one set dining tables, three mahogany tables, one other set dining mahogany, two sideboards, two sofas, thirteen mahogany chairs, four pictures, gilt frames; one table, with marble top; one silver sugar dish and sugar tongs; one dozen silver table spoons; one do. tea spoons; one silver *soop* ladle; one do. cream jug; four dressing *table;* six carpets, six pair brass andirons, six pair shovel and tongs, six fenders, eight plated candlesticks; one gold watch; a variety of decanters, wine glasses, tumblers, and glassware; a variety of dishes, plates, tea and coffee cups and saucers, tea and coffee pots, &c.; one wooden settee, and two dozen Windsor chairs; two coffee kettles; two do. do.; four dozen large and small knives and forks; a variety of iron pots and kitchen furniture, &c.; and a claim on the United States for two thousand two hundred dollars, a compensation for captured seamen brought into the United States during last war; one pipe Madeira wine; two hundred demijohns; one pew in Duncan's church, No. ; one do. in Christ's church, No. .

Baltimore county, ss.

On the 23d day of June, in the year eighteen hundred and nineteen, the within named John Gooding made oath before me, the subscriber, a justice of the peace for Baltimore county, that the aforegoing schedule and list of debts due him contain a true statement of all his property, real, personal, and mixed, to which he is in any way entitled, the necessary wearing apparel and bedding of himself and his family excepted; and that the aforegoing list of creditors is a true list of all his creditors, and also of the sums of money due to them respectively, as far as he can at present ascertain the same.

Sworn before WM. M. MEDCALF.

Baltimore county, ss.

On the 23d day of June, in the year eighteen hundred and nineteen, William M. Medcalf affirmed before me, the subscriber, a justice of the peace for Baltimore county, that John Gooding has resided in the State of Maryland the two years preceding the date hereof, and still resides therein.

Affirmed before JOHN MITCHELL.

I hereby certify, that the within named John Gooding is now in actual confinement in the goal of Baltimore county, at the suit of the United States; and that he is not confined on account of any breach of the peace, or for the non-payment of any fine or penalty for a breach of the laws of this State, or of the United States.

JOHN STEVENSON, *Sh'ff.*

Pursuant to the directions of the act of Assembly, entitled "An act relating to insolvent debtors in the city and county of Baltimore," I do

hereby refer the within application to John Gooding for the benefit of the insolvent laws of Maryland, together with the schedule, petition, and other papers, to the commissioners of insolvent debtors for the city and county of Baltimore. And I do hereby appoint and fix the first Saturday of September term next for the final hearing of the said application of the said insolvent debtor, and for his appearance before the county court of Baltimore county, at the court —— in the city of Baltimore, to answer such allegations as may be made against him by his creditors, or any of them.

Given under my hand, this 23d day of June, in the year eighteen hundred and nineteen.

WM. H. WARD.

Know all men by these presents, that we, John Gooding and Thomas Higginbottom, of Baltimore, are held and firmly bound unto the State of Maryland in the sum of one hundred thousand dollars, money of the United States, to be paid to the said State or its certain attorney or assigns; to which payment, well and truly to be made and done, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 23d day of June, in the year eighteen hundred and nineteen.

The condition of the above obligation is such, that if the above bound John Gooding shall make his personal appearance before the commissioners of insolvent debtors for the city and county of Baltimore, at the court-house in the said city, on the second day of August next, at 4 o'clock in the afternoon, and answer such interrogatories as may be propounded to him by any of his creditors, agreeably to the act of assembly, entitled "An act relating to insolvent debtors in the city and county of Baltimore," and shall also make his personal appearance before the judges of Baltimore county court, at the court-house in the city of Baltimore, on the first Saturday of September term next, then and there to answer such allegations and interrogatories as the creditors of said John Gooding, or any of them, may have filed against him, agreeably to the said act of Assembly, and the act entitled "An act for the relief of sundry insolvent debtors," and the several supplements thereto, and continue in court until duly discharged, then the above obligation to be void, else to be and remain in full force and virtue in law.

JNO. GOODING, [SEAL.]
THOS. HIGGINBOTTOM. [SEAL.]

Signed, sealed, and delivered in the presence of—
THOMAS JANVIER.

This indenture, made this 23d day of June, in the year of our Lord one thousand eight hundred and nineteen, between John Gooding, of Baltimore county, in the State of Maryland, of the one part, and George Winchester of the other part. Whereas, on the application of

the said John Gooding to the honorable William H. Ward, associate judge of Baltimore county court, for the benefit of the acts of Assembly for the relief of insolvent debtors, the said judge did refer the said application, together with the schedule, petition, and other papers, to the commissioners of insolvent debtors for the city and county of Baltimore; and whereas the said commissioners, on the 23d day of June, appointed the above named George Winchester provisional trustee for the benefit of the creditors of the said John Gooding, and did order and direct that the said John Gooding should execute a deed to the said trustee for all his property, estate, and effects, and should deliver the same to the said trustee, together with his books, papers, accounts, bonds, notes, and evidences of debt, agreeably to the provisions of the acts of Assembly in such cases made and provided.

Now, this indenture witnesseth, that the said John Gooding, in pursuance of the premises, and in consideration of one dollar current money to him paid by the said George Winchester, hath granted, bargained, and sold, released, conveyed, assigned, transferred, and set over, and by these presents doth freely and absolutely grant, bargain, and sell, release, convey, assign, transfer, and set over, unto the said George Winchester, his heirs, executors, and administrators, all and every the household goods and furniture, effects, and chattels, debts and sum or sums of money belonging to, and due or owing to him, the said John Gooding, as are in the schedule of the said John Gooding particularly mentioned, and also all other the property and estate, real personal, and mixed, of what kind, nature, or quality soever, (excepting the wearing apparel, bed and bedding, of the said John Gooding,) which the said John Gooding has or claims any title to, or is in any respect entitled to, in possession, remainder, or reversion; to have and to hold the same, and every part or parcel thereof, unto him, the said George Winchester, [his] heirs, executors, administrators, and assigns forever, in trust for the creditors of the said John Gooding, and for their use and benefit, agreeably to the act of Assembly, entitled An act for the relief of sundry insolvent debtors, and the several supplements thereto.

In witness whereof the said John Gooding hath hereunto set his hand and affixed his seal, the day and year first above mentioned.

JOHN GOODING. [SEAL.]

Signed, sealed, and delivered in the presence of—
WM. M. MEDCALF,
JOHN MITCHELL.

Baltimore county, ss.

On the 23d day of June, in the year eighteen hundred and nineteen, came John Gooding before us, two justices of the peace for the county aforesaid, and acknowledged the within instrument of writing to be his act and deed, according to the true intent and meaning thereof, and the act of Assembly in that case made and provided.

Acknowledged before WM. M. MEDCALF,
JOHN MITCHELL.

Baltimore county, ss.

I, George Winchester, provisional trustee, appointed by the commissioners of insolvent debtors for the city and county of Baltimore, on behalf of the creditors of John Gooding, an insolvent debtor, do hereby certify, that I have received of the said Gooding all his property as mentioned in his schedule. GEORGE WINCHESTER, *Trustee.*

Witness—WM. M. MEDCALF.

Know all men by these presents, that I, George Winchester, of Baltimore, *are* held and firmly bound unto the State of Maryland in the sum of eighty thousand dollars, money of the United States, to be paid to the said State or to its certain attorney or assigns; to which payment, well and truly to be made and done, *we* bind *ourselves, our heirs*, executors and administrators, *jointly and severally*, firmly by these presents. Sealed with *our* seals, and dated this 23d day of June, in the year eighteen hundred and nineteen. Whereas the commissioners of insolvent debtors in the city and county of Baltimore have this day appointed the said George Winchester provisional trustee, to take possession for the benefit of the creditors of John Gooding, an insolvent debtor of Baltimore, of all his property, estate and effects, books, papers, accounts, bonds, notes and evidences of debt, agreeably to the directions of the act of the General Assembly of Maryland, entitled An act relating to insolvent debtors in the city and county of Baltimore.

The condition of the above obligation is such, that if the above bound George Winchester do and shall well and faithfully perform the duties required of him as provisional trustee aforesaid, and preserve, dispose of, transfer, convey, and deliver, to such person or persons, and in such manner as the aforesaid commissioners shall appoint and direct, all the property, estate and effects, books, papers, accounts, bonds, notes and evidences of debt, which he shall receive, or which shall be conveyed, transferred, or delivered to him, as trustee aforesaid, and in all respects obey and perform the lawful orders and directions of the said commissioners in the premises, then the above obligation to be void, otherwise to remain in full force and virtue.

GEORGE WINCHESTER. [SEAL.]

Signed, sealed, and delivered in presence of—
WM. M. METCALF.

In the case of John Gooding, an insolvent debtor, the undersigned, commissioners of insolvent debtors for the city and county of Baltimore, beg leave to report to the honorable William H. Ward, associate Judge of Baltimore county court, that George Winchester has been by them appointed provisional trustee for the benefit of the creditors of the said John Gooding, an insolvent debtor, and that the said trustee has certified to us that he is in possession of all the property of the said John Gooding mentioned in his schedule. Given under our hands this 23d day of June, in the year of our Lord eighteen hundred and nineteen.

J. MEREDITH,
DAVID HOFFMAN, *Com'rs.*

In the case of John Gooding, an insolvent debtor. Whereas John Gooding, of Baltimore, did heretofore apply to the subscriber, as judge of Baltimore county court, for the benefit of the insolvent laws of Maryland, and the said application of the said John Gooding having been referred, together with the petition, schedule, and other papers, to the commissioners of insolvent debtors for the city and county of Baltimore, in compliance with the provisions of the act of Assembly, entitled An act relating to insolvent debtors in the city and county of Baltimore, and the said commissioners having reported to me that the provisional trustee appointed by them is in possession of all the property of the said John Gooding: These are therefore to certify, that I have this day granted a personal discharge to the said John Gooding. Given under my hand and seal this 23d day of June, 1819.

WM. H. WARD. [SEAL.]

In the case of John Gooding, an insolvent debtor, the undersigned commissioners report to Baltimore county court that the said John Gooding hath complied with the terms and conditions of the insolvent laws of Maryland, and hath acted fairly and bona fide, as far as has appeared to the said commissioners; that no interrogatories have been filed against the said John Gooding. And the said commissioners now return to the office of the clerk of Baltimore county court the schedule, and all the proceedings which have been had before them of record. Given under our hands this 25th day of September, in the year of our Lord eighteen hundred and nineteen.

J. MEREDITH,
T. KELL, *Com'rs.*

And now here, at September term of the said court, in the year of our Lord one thousand eight hundred and nineteen, to wit, on the thirtieth day of October, in the year last aforesaid, comes into the county court here the said John Gooding in his proper person. It is thereupon, in pursuance of the provisions of the insolvent laws aforesaid, adjudged, granted, and ordered, by Baltimore county court, that the said John Gooding be, and he is hereby, fully and finally discharged from all debts, covenants, contracts, promises, and agreements due from, owing or contracted in his individual, as also in his co-partnership, capacity, by him before the aforesaid twenty-third day of June, in the year of our Lord one thousand eight hundred and nineteen; provided, that any property which he shall hereafter acquire by gift, descent, or in his own right by bequest, devise, or in any course of distribution, shall be liable to the payment of the said debts. And afterwards, to wit, on the second day of May, in the year of our Lord one thousand eight hundred and twenty-three, the said George Winchester, heretofore appointed permanent trustee of the said John Gooding by the commissioners of insolvent debtors aforesaid, filed in court here the following bond, to wit:

Know all men by these presents, that I, George Winchester, of

Baltimore city, am held and firmly bound unto the State of Maryland in the sum of eighty thousand dollars, current money, to be paid to the said State, its certain attorney or assigns; to which payment, well and truly to be made, I bind myself, my heirs, executors and administrators, firmly by these presents. Sealed with my seal, and dated this second day of May, in the year eighteen hundred and twenty-three. Whereas the commissioners of insolvent debtors for the city and county of Baltimore have this day appointed the said George Winchester permanent trustee of John Gooding, an insolvent debtor of Baltimore city, for the benefit of the creditors of the said debtor, agreeably to the acts of Assembly in such cases made and provided: Now, the condition of the above obligation is such, that if the above bound George Winchester do and shall faithfully perform the duties required of him as permanent trustee as aforesaid, and shall in all respects obey and perform the lawful orders and directions of Baltimore county court in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.

GEORGE WINCHESTER. [SEAL.]

Signed, sealed, and delivered in the presence of—
JOHN GLENN.

And afterwards, to wit, on the twenty-eighth day of April, in the year of our Lord eighteen hundred and twenty-five, the said George Winchester, heretofore appointed permanent trustee for the benefit of the creditors of the said John Gooding, files in court here the following bond, to wit:

Know all men by these presents, that we, George Winchester, Nathaniel Williams, and Daniel Raymond, of Baltimore, are held and firmly bound unto the said State of Maryland in the sum of fifty thousand dollars, current money, to be paid to the said State, its certain attorney or assigns; to which payment, well and truly to be made and done, we bind ourselves, our heirs, executors and administrators, firmly by these presents. Sealed with our seals, and dated this 28th day of April, in the year eighteen hundred and twenty-five. Whereas the commissioners of insolvent debtors for the city and county of Baltimore have this day appointed the said George Winchester permanent trustee of John Gooding, an insolvent debtor of Baltimore city, for the benefit of the creditors of the said debtor, agreeably to the acts of Assembly in such cases made and provided: Now, the condition of the above obligation is such, that if the above bound George Winchester do and shall faithfully perform the duties required of him as permanent trustee as aforesaid, and shall in all respects obey and perform the lawful orders and directions of Baltimore county court in the premises, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

GEO. WINCHESTER, [SEAL.]
NATH. WILLIAMS, [SEAL.]
DANIEL RAYMOND. [SEAL.]

Signed, sealed, and delivered in the presence of—
W. WINCHESTER, witness for Geo. Winchester,
EDWARD HINKLEY, for Nath'l Williams and
Daniel Raymond.

Which said bond is thus endorsed, to wit: Bond and security approved. S. ARCHER.
Test: WM. GIBSON, *Clerk*.

And afterwards, at the September term of said court, to wit, on the twentieth day of September, in the year of our Lord one thousand eight hundred and thirty-three, George Winchester, the permanent trustee of the said John Gooding, filed in court here the following report of sales, to wit:

In the case of John Gooding, an insolvent debtor, the undersigned, permanent trustee of John Gooding, begs leave to report to the judges of Baltimore county court, that under the general order of Baltimore county court in cases of insolvent debtors, he caused to be advertised for sale by public auction on the premises, on Tuesday, the third day of September, at 12 o'clock, noon, all the estate, right and title of the said John Gooding in and to three several lots, pieces, or parcels of ground, with the improvements thereon erected, and situate in Harrison street, in the city of Baltimore; which said notice of sale being in conformity to the said rule of court, as will appear by the advertisement herewith returned, was published for more than three weeks in the Chronicle and Baltimore Gazette newspaper, printed in the city of Baltimore; and at the said time and places of sale the said property was exposed to sale agreeably to the said advertisement, and the Union Bank of Maryland (by the bid of Robert Mickle, cashier thereof,) became the highest bidder and purchaser thereof, by bidding the sum of thirty-one dollars, which said sum hath been paid by the said Bank to this trustee. The said trustee further states, that the said property was exposed to sale subject to a mortgage heretofore made to the said Union Bank by the said John Gooding. All which is submitted.

GEO. WINCHESTER, *Trustee*.

City of Baltimore, ss. On this ninth September personally appeared George Winchester before me, the subscriber, a justice of the peace, and made oath that the facts stated in the foregoing report are true, and the sale therein mentioned a fair sale.

Sworn before WILLIAM WARFIELD.

The advertisement referred to in the foregoing report is as follows, to wit: Trustee's sale.—By virtue of the general order of Baltimore county court, in cases of insolvent debtors, the subscriber, as trustee of John Gooding, will expose to sale by public auction on the premises, on Tuesday, the third day of September next, at twelve o'clock, noon, all the estate, right, title, claim, and interest whatever of the said insolvent debtor, in and to the following lots, pieces *or* parcels of ground, prem-

ises and appurtenances, viz: all that piece or parcel on the west side of Harrison street, in the city of Baltimore, heretofore conveyed by Richard Benson to John Gooding, by indenture bearing date the eighteenth day of November, in the year eighteen hundred and twelve. And also all that piece or parcel of ground heretofore conveyed by Joseph Jameson to the said John Gooding, by indenture bearing date the thirteenth day of May, in the year eighteen hundred and sixteen. And also all that part of a lot or parcel of ground conveyed by Mloah Owings, by assignment bearing date the twenty-fifth day of June, eighteen hundred and seventeen, to the said John Gooding; the whole comprising the lot and premises on the western side of Harrison street, formerly occupied by John Gooding, being a three-story brick dwelling-house and the extensive brick buildings in the occupancy of Mrs. Edes. The terms of sale are as prescribed by the order of court—that the purchaser shall at his option pay the purchase money on the day of sale, or give bonds or notes, with security to be approved by the trustees, for the payment of the purchase money with interest, one-half in six months and the other half in twelve months from the day of sale.

GEORGE WINCHESTER.

Which being read and heard the court passed the following order, to wit: In the case of John Gooding, an insolvent debtor. In Baltimore county court, September term, 1833. Ordered by the court, this 20th day of September, 1833, that the sale made and reported by George Winchester, permanent trustee for the sale of the property in the said proceedings mentioned, be finally ratified and confirmed, unless cause to the contrary be shown on or before the 15th day of October next; provided a copy of this order be published in some daily newspaper, printed in the city of Baltimore, once a week for three successive weeks before the said 15th day of October next. The report states the amount of sales to be $31 00.

JOHN PURVIANCE.

And afterwards, at the above term, to wit, on the nineteenth day of October, in the year last aforesaid, the trustee aforesaid filed in court here a printed copy of an order, with a certificate of its being duly published pursuant to the said order, which copy and certificate are in the words and of the tenor following, to wit:

In Baltimore county court, September term, 1833. In the case of John Gooding, an insolvent debtor. Ordered by the court, this 20th day of September, 1833, that the sale made and reported by George Winchester, permanent trustee for the sale of the property in the said proceedings mentioned, be finally ratified and confirmed, unless cause to the contrary be shown on or before the 15th day of October next; provided a copy of this order be published in some daily newspaper, printed in the city of Baltimore, once a week for three successive weeks before the said 15th day of October next. The report states the amount of sales to be $31 00. By order. True copy.

THOS. KELL, *Clerk.*

September 23, 1833, *Gazette office, Baltimore*.—I hereby certify, that a copy of the order of Baltimore county court for the provisional ratification of sale made by Geo. Winchester, trustee in the case of Gooding, dated the twenty-third day of September, in the year eighteen hundred and thirty-three, as annexed, has been inserted once in each of three successive weeks before this date in the Baltimore Gazette, a daily newspaper, printed and published in the city of Baltimore, pursuant to the said order. Given under my hand this fifteenth day of October, in the year eighteen hundred and thirty-three.

For WM. GWYNN, *Proprietor of the Baltimore Gazette*,
W. EICHELBERGER.

Which being read and heard, the court passed the following order, to wit: In the case of John Gooding *and* insolvent debtor. Ordered by the court, this 19th day of October, 1833, that the sale made and reported by George Winchester, permanent trustee for the sale of the property in the said proceedings mentioned, be finally ratified and confirmed, no cause to the contrary having been shown, although notice, &c.
JOHN PURVIANCE.

And afterwards, to wit, on the 8th day of October, in the year of our Lord one thousand eight hundred and thirty-nine, came into court here Nathaniel Williams, and filed in said cause the following petition and approval thereof by George Winchester, to wit:

To the honorable the judges of Baltimore county court: The petition of the subscriber respectfully represents, that he is a security on the bond of George Winchester, trustee for the creditors of John Gooding, an insolvent debtor; that the said Winchester being much engaged in other business has desired that a small sum of money, lately received by the subscriber as counsel for the estate, should remain with, and be distributed by, the subscriber to and among the parties entitled to receive the same. Wherefore this subscriber prays that a special audit may be made of the sum recovered as aforesaid, and that the same be accounted for and paid over as above stated. And as in duty, &c.
NATH'L WILLIAMS.

I approve of this proceeding, and believe it *well* for the interest of the creditors. GEO. WINCHESTER.

Which being read and heard, the court passed the following order, to wit: In Baltimore county court. Ordered by the court, this ninth day of October, 1839, that the matter of the within petition do stand for hearing on Monday next, the 14th day of October instant.
R. B. MAGRUDER.

And afterwards, to wit, on the fourth day of May, in the year of our Lord one thousand eight hundred and forty-one, the said Nathaniel Williams filed in court here in said cause the following representation, to wit:

To the honorable the judges of Baltimore county court: A report having been required of George Winchester, trustee of the estate of

John Gooding, and the said Winchester having lately departed this life, the undersigned, who has some knowledge in regard to that estate, by reason of his official situation as district attorney of the United States, &c., takes leave to state that the said John Gooding was largely indebted to the United States when he became insolvent, which indebtedness continues in part up to this day, as will appear by short copies of judgments herewith filed as a part of this representation. The undersigned further states, that knowing that the said Winchester had recently come into possession of some money which his counsel obtained in a compromise, the subscriber brought suit against him in favor of the United States for the purpose of recovering the said money, to be applied towards discharging the said Gooding's judgment, for which they had a prior right of payment; that he recovered judgment against the said Winchester for two thousand dollars, payable in specie, with costs, the discharging of which judgment in bank paper required $2217\frac{34}{100}$; a short copy of which judgment, entered satisfied, is also filed with this statement and a receipt. The undersigned also states that the above recovery did not satisfy the balance due from Gooding, and he has certain knowledge that all the instalments yet paid, of an award made in favor of James Williams under the Neapolitan treaty, have been stopped at the Treasury of the United States, and applied towards payment of the said judgment against Gooding. And it will be seen by the aforesaid judgment that the said Williams was a security for him on the custom-house bond, for non-payment of which bond the judgment aforesaid was obtained. The said Winchester was also trustee for the estate of the said Williams. The undersigned states, in conclusion, that should further moneys be due by the said Winchester, as trustee of Gooding's estate, or should further moneys be recovered on behalf of that estate, the same will be applicable—first, to pay the balance now remaining due therefrom to the United States; and secondly, to repaying the estate of James Williams; the proceeds of which latter estate have been hitherto applied towards the discharge of the judgment against John Gooding. All which is submitted.

NATH'L WILLIAMS.

The exhibits referred to in the aforegoing representation are in form following, to wit:

THE UNITED STATES OF AMERICA,
District of Maryland, to wit:

In the district court, December term, 1843.

THE UNITED STATES
vs.
GEORGE WINCHESTER. } Case.

December 12th, 1839. Jury sworn. Verdict for the plaintiffs for the sum of $2000. Costs $17 25. Defendant's costs $10.

January 1st, 1840. Satisfied collector. Receipt filed. True extract.

THOS. SPICER, *Clerk*.

DISTRICT AND PORT OF BALTIMORE,
(Receipt.) *1st January*, 1839.

Rec'd from Geo. Winchester, esq., trustee of Jno. Gooding, the sum of two thousand dollars, being in payment of the interest and part payment of bond No. 2860, date 28th July, 1818, payable 28th April, 1819, and for which I have signed five receipts.

WM. FRICK, *Collector*.

True copy. THO. SPICER, *Clk. dist. court*.

THE UNITED STATES OF AMERICA,
District of Maryland, to wit:

In the district court, March term, 1819.

THE UNITED STATES
vs.
JOHN GOODING, John W. Stump, & Jas. Williams. } Dt. $5134.

Dec. 20th, 1819, judgment for the penalty and costs. To be released on payment of $2450 52, with interest from 28th April, 1819, and costs. Costs $22 25.

THOS. SPICER, *Clerk*.

THE UNITED STATES OF AMERICA,
District of Maryland, to wit:

In the district court.

THE UNITED STATES
vs.
JOHN GOODING. } 5. Fi. fa. after sci. fa. Dt. $5134.

To be released on payment of $2450 52, with interest from 28th April, 1819, and costs.

Costs - - - - - -	$16 75
Added - - - - -	3 00
September 9th, 1839, satisfaction acknowledged for - - - - - -	$646 19 and costs.
Deduct for house rent - - - -	75 00
	$571 19 paid.

True copy. THOS. SPICER, *Clerk*

DISTRICT AND PORT OF BALTIMORE,
Collector's office, January 1st, 1840.

Received from Geo. Winchester, esq., trustee [of] John Gooding, the sum of two thousand dollars, being in payment of interest and part payment of bond No. 2860, dated 28th July, 1818, payable 28th April, 1819, and for which I have signed five receipts.

WM. FRICK, *Clerk*.

And afterwards, to wit, on the twenty-sixth day of August, in the year of our Lord one thousand eight hundred and forty-one, the auditor filed in said cause the following report, to wit:

In the matter of the insolvent estate of John Gooding. To the honorable the judges of Baltimore county court: The auditor of insolvent debtor estates respectfully reports that the trustee of this insolvent, George Winchester, esq., having departed this life, the auditor mentioned to Nathl. Williams, one of the sureties on his bond, (the other being Daniel Raymond,) the order of the court of the 8th of April, 1841, made in the case of Nicholas Stansberry and others, including the case of said Gooding, and filed in the case of said Stansberry, informing said Williams of the purport of said order; since which time, and prior to the passage of the court order of the 21st July, 1841, filed in the case of said Stansberry, to wit, on the 4th May, 1841, said Williams filed with the clerk of Baltimore county court a representation as security of said deceased on his trustee's bond, from which it appears that certain funds which came into the hands of said deceased, as such trustee, were recovered from him by judgment in favor of the United States, to whom said Gooding was largely indebted, short copies of the judgments against said Winchester and Gooding in favor of the United States, and satisfaction entered for the sums paid thereon; and that any funds which might yet be forthcoming, belonging to said insolvent estate, would be applicable to the payment, first, of said Gooding's indebtedness to the United States still existing; and, secondly, to reimbursing James Williams, a security of said Gooding, for whom also said Winchester was trustee; all which will more fully and particularly appear by reference being had to said representation. The auditor also refers the court to a report of the trustee of said Gooding, filed 20th September, 1833; also to the petition of Nathl. Williams, filed 8th October, 1839, praying a special audit of certain funds therein mentioned; which petition was assented to by said Winchester, and an order made thereon by the court of 9th October, 1839, that the matter of said petition stand for hearing on 14th October, 1839. Respectfully submitted.

GEORGE EARNEST, Jr., *Auditor, &c.*

August 26th, 1841.

And afterwards, to wit, on the second day of October, in the year last aforesaid, the court passed the following order on the representation of Nathaniel Williams, heretofore filed in said cause, to wit:

In Baltimore county court. The papers in this case having been submitted to me by the auditor of insolvents, I have considered the within representation, and the report of the auditor, as well as the petition therein referred to, and am of opinion that no action can at this time be had in the case, because the place of the deceased permanent trustee has not been supplied. There can be no doubt that any claims of the United States, which had a right of priority against the effects of the insolvent debtor, would be allowed to a trustee in the distribution of a debtor's effects, because in every court in the Union, State as well as

Federal, that right of priority is founded upon the supreme laws of the land. But it is clear to my mind, that although a judgment against a trustee of an insolvent debtor, recovered in a circuit court of the U. S., or in any other court of competent jurisdiction, and especially if it settled the question of priority of payment in favor of the judgment creditor, would be allowed to the trustee by the auditor in the settlement of his accounts, when called upon to distribute the fund, on his filing the judgment, with proper proof of priority, &c., as a voucher. Yet, as the trustee is an officer of a State court, he must account in that court which has control of the fund, and could by an order compel him to bring it into court, unless he could file vouchers in bar, shewing payments which the supreme law compelled him to make, because they were entitled to priority. The State court is also entitled to know, by a report of its own officer, the trustee, what amount of funds he has received for the benefit of the creditors. As the case is a novel one, and may require some consideration from a full court, it is deemed proper to pass no order, except such a one as may bring the subject before the court at some future period, either upon the application of the sureties upon the bond of the late permanent trustee, or of the party who has filed this representation, or upon notice by the court ex officio, under the acts of Assembly of 1835, ch. 235, and 1836, ch. 133, by advertisement in the newspapers calling upon the creditors to nominate a trustee, or upon application by some creditor for the appointment of a new trustee, whose duty it would be to inquire into, and report to the court the state of the fund. It is, therefore, this second day of October, 1841, ordered by the court, that the matter of the within representation by Nath. Williams, esq., do stand for hearing before the court at some convenient day in the ensuing November term, to be fixed by the court upon motion to be made by said Williams, or by any other party interested; upon the making of which motion the day for hearing will be appointed.

R. B. MAGRUDER,
Judge assigned for equity business.

Ellicott vs. Williams, 6 H. & J. U. S. vs. Meredith, trustee of Hawkins, in the circuit court, U. S. Coram, Taney & Heath, J. Acts of Assembly, 1835, ch. 235, and 1836, chap. 133.

And afterwards, to wit, on the tenth day of January, in the year of our Lord one thousand eight hundred and forty-two, came into court here the said Nathaniel Williams, and filed in said cause the following petition, to wit:

To the honorable the judges of Baltimore county court:

The petition of Nathaniel Williams respectfully represents, that in the year 1819 John Gooding, late of the cityand county of Baltimore, became an insolvent debtor, and George Winchester was appointed his trustee. That the said George Winchester having departed this life, there is now no trustee for the benefit of the creditors of the said John

Gooding. This petitioner further represents, that he deems it possible to recover something of the estate of said Gooding if a trustee were substituted in the place of the said Winchester. And that the petitioner, as trustee of James Williams, also an insolvent debtor, being a preferred creditor on the estate of said Gooding, he asks to be appointed permanent trustee for the creditors of the said Gooding. And as in duty, &c.

NATH'L WILLIAMS.

Which being read and heard, the court passed the following order, to wit: In Baltimore county court, on the petition of Nathaniel Williams, in the matter of the estate of John Gooding, an insolvent debtor. Ordered by the court, this 10th day of January, 1842, that the prayer of the petitioner for the appointment of a permanent trustee for the creditors of John Gooding be granted, unless cause to the contrary be shewn on or before the 29th January inst., on which day the creditors may nominate a trustee in the mode prescribed by law if they see fit; provided, a copy of this order be published in some daily newspaper four times before the said 29th January.

R. B. MAGRUDER,
J. PURVIANCE.

And afterwards, to wit, on the twenty-ninth day of January, in the year last aforesaid, the said Nathaniel Williams filed in said cause the following copy of order, certificate of publication, and recommendation of creditors, to wit:

In Baltimore county court, on the petition of Nathaniel Williams, in the matter of the estate of John Gooding, an insolvent debtor. Ordered by the court, this 10th day of January, 1842, that the prayer of the petitioner for the appointment of a permanent trustee for the creditors of John Gooding be granted, unless cause to the contrary be shown, on or before the 29th day of January inst., on which day the creditors may nominate a trustee in the mode prescribed by law, if they see fit; provided, a copy of this order be published in some daily newspaper four times before the said 29th January.

R. B. MAGRUDER,
J. PURVIANCE.

Test: THOS. KELL, *Clerk*.

BALTIMORE, *January* 25, 1842.

I certify, that the annexed advertisement was duly inserted in the Baltimore Republican, in accordance with the order of the court.

JOHN BUSH.

To the honorable the judges of Baltimore county court:

The subscribers recommend to Baltimore county court the appointment of Nathaniel Williams to be permanent trustee for the benefit of

the creditors of John Gooding, in place of George Winchester, deceased, on the estate of which John Gooding we are creditors.

NATH'L WILLIAMS,
Trustee of Jas. Williams, whose estate is a preferred creditor.
NATH'L WILLIAMS, Trustee of J. W. Stump.
JOHN CURLETT, for John Curlett & Co.
GEORGE LAW, Pres't of Maryland Insurance Company.
A. J. SCHWARTZE,
Pres't American Insurance Company of Balto.
LOUIS & JOHN BARNEY, pr. JAMES H. BARNEY.
JOHN GIBSON, surviving partner of Crosdale & Gibson.
ANN D. HOLLINGSWORTH, Executrix.

Which being read and heard, the court passed the following order, on the petition of Nathaniel Williams last above mentioned, to wit:

Ordered by Baltimore county court, this 29th day of January, 1842, that the prayer of the petitioner be granted, and that Nathaniel Williams be, and he is hereby, appointed permanent trustee of John Gooding, no cause to the contrary having been shown, though advertisement was made as ordered by the court, by order passed 10th July, 1842, and that said trustee file with the clerk of this court a bond in penalty of $10,000, to be approved by the court, for the faithful discharge of his duties as such trustee.

R. B. MAGRUDER,
JOHN PURVIANCE.

And afterwards, to wit, on the twenty-ninth day of January, in the year last aforesaid, the said Nathaniel Williams filed in said cause the following bond, to wit:

Know all men by these presents, that we, Nathaniel Williams, George Williams, and Joseph B. Williams, all of the city of Baltimore, are held and firmly bound unto the State of Maryland in the sum of ten thousand dollars, to be paid to the said State, or to its certain attorney; to which payment, well and truly to be made, we bind ourselves, jointly and severally, our and each of our heirs, executors and administrators, firmly by these presents. Sealed with our seals and dated this twenty-ninth day of January, 1842. Whereas Baltimore county court have appointed the above named Nathaniel Williams permanent trustee for the benefit of the creditors of John Gooding, an insolvent debtor, agreeably to the acts of Assembly in such case made and provided: Now, the condition of the above obligation is such, that if the above bound Nathaniel Williams do and shall faithfully perform the duties required of him as permanent trustee as aforesaid, and shall in all respects obey and perform the lawful orders of Baltimore county court in the premises, then the foregoing obligation to be void, else to be and remain in full force and virtue in law.

NATH'L WILLIAMS, [SEAL.]
GEO. WILLIAMS, [SEAL.]
JOS. B. WILLIAMS. [SEAL.]

Signed, sealed, and delivered in presence of—
JOSHUA B. WILLIAMS.

I believe the within bond sufficient. THOS. KELL, *Clerk.*
Bond approved 29th January, 1842. R. B. MAGRUDER.
Test: THOS. KELL, *Clerk.*

In testimony that the aforegoing is a full and true transcript of the proceedings in the matter of the application of John Gooding for the benefit of the insolvent laws of Maryland, taken from the record of proceedings of Baltimore county court, I have hereunto subscribed my name, and affixed the seal of said court, this fifth day of February, in the year eighteen hundred and forty-two.

[SEAL'S PLACE.]

THOS. KELL, *Clerk.*

Exhibit B.

In Baltimore county court, March term, 1825.

In the case of John Gooding, an insolvent debtor. Ordered by the court, that the trustee dispose of any part of the personal estate remaining undisposed of at public or private sale, as he may think best.

WM. H. WARD.

In Baltimore county court, March term, 1825.

In the case of James Williams, an insolvent debtor. Ordered by the court, that the trustee dispose of any part of the personal estate of the insolvent debtor remaining unsold at public or private sale, as he may judge best.

WM. H. WARD.

Exhibit C.

BALTIMORE, *2d April*, 1825.

For value received, I hereby assign to Robert Oliver, esq., one share of the Mexican company, commonly called the Mina expedition, and formerly belonging to James Williams, an insolvent debtor, and now held by me as his trustee.

For value received, I hereby assign one other share of the said Mexican company or Mina's expedition, formerly belonging to John Gooding, an insolvent debtor, and now held by me as his trustee, to the said Robert Oliver, and I bind myself to execute all or any other papers or assignments which Mr. Oliver or his counsel may deem necessary or proper to render this assignment effectual.

GEO. WINCHESTER.

Exhibit D.

BALTIMORE, *2d April*, 1825.

I have this day received from Robert Oliver, esq., four thousand dollars, being the consideration for which I have this day sold and as-

signed him two shares in the Mexican company, as will appear by my assignment bearing equal date herewith.

GEO. WINCHESTER.

Exhibit E.

I hereby certify, that in the month of April, 1825, I called on Robert Oliver, esq., and offered to sell him my interest, being one-ninth in the Mexican company of Baltimore, for which I asked him five thousand dollars, but he offered me only two thousand dollars, which he stated was the sum he had paid for several other shares or interests of one-ninth each. Some three or four years afterwards I saw Mr. Oliver, and again proposed to sell to him, but he declined, and said that he would not then give me half as much as he had previously offered me. And I also hereby further certify, that from the unsuccessful exertions that had been made to recover this claim, it had become so desperate, that no one was willing to buy it, or any part of it.

JOHN SULLIVAN.

Baltimore, February 16th, 1842.

And on the same second day of May, Robert M. Gibbs, Charles Oliver and Thomas Oliver executors of Robert Oliver, by their said solicitor, file in said cause their answer to the petition of Nathaniel Williams, trustee of John Gooding, in form following, to wit:

The answer of Robert M. Gibbs, Charles Oliver and Thomas Oliver, executors of Robert Oliver, to the petition of N. Williams, trustee of John Gooding, file in the case on the equity side of this court, in which P. E. Thomas and John White are complainants, and Dennis A. Smith and others are defendants.

These respondents answering say, that referring for its admissions, averments, and defences to the answer of said petition, on file in said case, of their co-defendants, John Glenn and D. M. Perine, make the said admissions, averments, and defences their own, and pray to have the like benefit thereof, as if in this answer they set forth, in all proper form, each of said admissions, averments, and defences. And they pray to be hence dismissed, with their costs.

R. JOHNSON, *for Respondents.*

At the foot of which said answer was thus written, to wit: I agree to receive this answer without oath.

NATH. WILLIAMS, *Trustee.*

Baltimore, April, 1842.

And on the same second day of May, John Glenn and David M. Perine, by their said solicitor, filed in said cause their answer to the petition of Nathaniel Williams, trustee of James Williams, and exhibits Nos. 1, 2, 3 and 4, as follows, to wit:

The answer of John Glenn and David M. Perine, to the petition of N. Williams, as permanent trustee of James Williams, filed in the case in this court, on its equity side, in which P. E. Thomas and John

White are complainants, and Dennis A. Smith and others are defendants.

These respondents answering say, that they believe it to be true, and therefore admit, that the petitioner was appointed by Baltimore county court permanent trustee of James Williams in the petition named, the said James Williams having applied for and obtained the benefit of the insolvent laws. But for greater certainty in this particular, and for the purpose of shewing all the proceedings which were had upon said application, except as hereinafter stated, your respondents refer your honors to a certified copy of said proceedings, subject to said exceptions herewith filed, marked exhibit No. 1, and prayed to be taken as a part of this answer.

Your respondents also admit, that the expedition to Mexico, by a company called the Mexican company, as stated by petitioner, was made, and that said James Williams' interest in the same was originally a tenth, and whether it became more or not afterwards, or was such at the time he applied for the benefit of the insolvent laws, depends, respondents are informed and believe, upon the fact as to whether an interest of one-tenth in the company, originally held by a certain George P. Stevenson, was by default on his part in the payment of his portion of the advances, or by agreement between him and his associates, merged for the equal benefit of such associates. As the representatives of said Stevenson, he being dead, are claiming in the present case a tenth interest in the amount awarded under the treaty mentioned by the petitioner in his petition, the question referred to can only be settled after such claim is finally adjudicated.

Your respondents further answering say, that they admit the deed of assignment to them stated in the petition, and that under that deed the proportion of the award referred to, given on account of the interest of said James Williams in said expedition, as one of the members of said company, was paid over to respondents, and is now held by them. What the amount will be to be distributed and handed over by respondents to whoever shall be held entitled to said interest, can only be known after all the charges and expenses attending the prosecution of said claim, from its origin to the time of said distribution, shall be ascertained and liquidated. It is impossible, therefore, for respondents to state what such amount is or will be, but the gross amount allowed for the entire claim of said company by the award referred to was, as your respondents believe, the sum of $\$354,436\frac{42}{100}$.

Further answering respondents say, that they are advised, and therefore charge, that the title in the interest of said James Williams in said claim is not in the petitioner, but in the representatives of Robert Oliver, the person named in the petition of said N. Williams, and upon these grounds, which by way of answer they state in support of said averment. First, all will appear by the record of proceedings of the said application of said James Williams for the benefit of the insolvent laws, George Winchester was duly appointed the permanent trustee of

said debtor, and on the second day of August, in the year 1819, gave bond as such trustee, but without surety.

That so being trustee, afterwards, to wit, at the March term of said Baltimore court, in which said proceedings were then pending, in the year eighteen hundred and twenty-five, the hon. W. H. Ward, then an associate judge of said court, and holding said court, and having full power and jurisdiction over the subject of said application, passed a written order, directing the trustee to dispose of any part of the personal estate of said debtor remaining undisposed of, at either public or private sale, as he might think best, the original of which order is exhibited with the answer of respondents to the petition in the case of N. Williams, as trustee of one John Gooding, and a copy of which order, marked No. 2, is herewith filed, and prayed to be taken as a part of this answer, the same constituting no part of the record of the proceedings upon said application, only because, from negligence of said trustee, as respondents suppose, the same was not actually filed in said case. In pursuance of this order said Winchester, as trustee aforesaid, did afterwards, on or about the 2d day of April, 1825, for the sum of two thousand dollars, sell and assign to said Robert Oliver the share of said James Williams in the said claim of said Mexican company, as will appear by the original order, and assignment endorsed on the said order, and by the original receipt of said Winchester, now on file in the case of the petition of this petitioner as trustee of John Gooding, and copies of both of which are herewith exhibited, marked 2 and 3 and 4, and prayed to be taken as a part of this answer.

And your respondents are advised, and therefore charge, that said sale and purchase were fairly and bona fide made, and that the sum paid for said share was at the period aforesaid its full value; and in evidence of this fact they exhibit a copy of the certificate of John Sullivan, a party entitled to one of the shares in said Mexican company, dated the 16th February, 1842, marked No. 5, and prayed to be taken as a part of this answer, the original being on file also in the other case above referred to.

Respondents further answering say, that they are advised that said sale having been made as aforesaid to Robert Oliver, under the authority of said order, the same conveyed absolutely to said Oliver the said share of said James Williams, notwithstanding it was afterwards, but for the first time, decided by the court of appeals at its June term, 1828, in the case of Houck and Crause, and which decision was recognised in a case between said Winchester, as trustee of said James Williams, and the Union bank of Maryland, by the same court, at its December term, 1829, that a permanent trustee of an insolvent debtor must give bond with security. In the rendition of said order of sale, the said Baltimore county court had full jurisdiction over the subject, and their errors, if they made any, are not as against an innocent purchaser, without notice of defect of title in the trustee, to be visited collaterally, and that after a lapse of years from the said purchase. Respondents therefore rely upon said order and sale as conclusive evidence of title in said

Oliver in said share of said James Williams, and pray to have like benefit thereof, as if technically pleaded.

Further answering respondents say, that however the title of said Oliver's representatives might be, if resting alone upon the grounds hereinbefore alleged, they are advised that, inasmuch as the said transfer and assignment of said share by said Winchester, as trustee aforesaid, to said Oliver, was fairly and bona fide made, as respondents aver was the fact, any defect of form or substance in such transfer or assignment, owing to the omission of said trustee, when he made the same, to give bond with security as such trustee, was cured and wholly remedied by an act of Assembly of this State, passed at its last session, entitled "An act to confirm the titles of purchasers in the cases therein referred to," a copy whereof is herewith exhibited, marked No. 6, and prayed to be taken as a part of this answer. Your respondents allege that said act was introduced into the General Assembly upon the memorial of the representatives of said Oliver, asking relief in the premises, and was afterwards passed, upon a full hearing, by counter memorial, and otherwise, from the present petitioner, as an act called for by the clearest principles of justice and policy, to settle titles fairly obtained, and only supposed not to be free of all doubt from the mere absence of some formal requirement; and your respondents plead and rely upon said act of Assembly as a full and complete bar to the title pretended to exist in the said petitioner in his said petition, and as fully vesting the interest of said James Williams in said share in the representatives of said Oliver, in connection with the facts hereinbefore set forth in this answer.

And further answering these respondents say, that they are also advised that, independent of the said act of Assembly, the title of these respondents to receive and hold the amount awarded and received by them as aforesaid, under the said treaty between the United States and Mexico, and the act of Congress passed in pursuance thereto, that as the commissioners were empowered and duly authorized to award in favor of such claimants under said treaty, as might satisfy the said commissioners of the existence of their several claims, and as the proper notice was given to all parties interested in said treaty to exhibit any claims they might have, that the award as aforesaid in favor of respondents, as the assignees of the particular share of said James Williams only, under the several parties signing and executing the said deed of assignment to respondents, that said award and receipt of the amount thereof by respondents is a conclusive bar of all right and title in said petitioner as trustee of said James Williams to contest the right of respondents to receive and hold the amount awarded for the uses and trusts in said deed provided. And respondents plead the facts herein last stated as a full and complete bar to all relief in the premises to petitioner.

All which is respectfully submitted, and respondents pray to be hence dismissed with their costs, in this behalf most wrongfully incurred.

REVERDY JOHNSON,
Solicitor for respondents

BALTIMORE CITY, *to wit:*

On this second day of May, 1842, personally appeared before the subscriber, a justice of the peace for said city, John Glenn and D. M. Perine, the defendants above named, and made oath that the matters and facts stated in the aforegoing answer are true to the best of their information and belief. JOHN W. PEALE.

The exhibits referred to in said answer are in form following, to wit:

(*Exhibit No.* 1.)

In the matter of the application of James Williams for the benefit of the insolvent laws of Maryland. Be it remembered, that heretofore, to wit, on the twenty-fifth day of September, in the year of our Lord one thousand eight hundred and nineteen, the commissioners of insolvent debtors for the city and county of Baltimore, appointed under and in pursuance of an act of the General Assembly of Maryland, passed at December session, eighteen hundred and sixteen, did, in virtue of said act, and of the several supplements thereto, report in writing to Baltimore county here, in form following, to wit:

In the case of James Williams, an insolvent debtor, the undersigned commissioners report to Baltimore county court, that the said James hath complied with the terms and conditions of the insolvent laws, and hath acted fairly and bona fide, as far as has appeared to the said commissioners, and that no interrogatories have been filed against the said James. And the said commissioners now return to the office of the clerk of Baltimore county court the schedule, and all the proceedings which have been had before them, for record. Given under our hands the 25th day of September, in the year of our Lord eighteen hundred and nineteen.

J. MEREDITH,
T. KELL, *Commissioners.*

The proceedings referred to the foregoing report are in form following, to wit:

To the honorable William H. Ward, associate judge of Baltimore county court.

The petition of James Williams, of Baltimore, respectfully sheweth, that your petitioner is now in actual confinement in the goal of Baltimore county, for debts which he is unable to pay; that he is willing, and offers to deliver up to the use of his creditors all his property, real, personal, and mixed, to which he is in any way entitled, (the necessary wearing apparel and bedding of himself and his family excepted,) a schedule whereof, together with a list of his creditors and debtors, as far as he can ascertain them at present, are hereunto, on oath, annexed. Your petitioner also hereto annexes proof, on oath, that he has resided two years preceding this his application within the State of Maryland. Your petitioner therefore prays your honor to grant to him the benefit of the insolvent laws of this State, and discharge him from his present imprisonment; and he will pray. JAMES WILLIAMS.

A list of debts due by James Williams.

To the United States—bond at custom-house			$671 80
To my note to Moore & Smith			1,976 57
To my note to Ballard & Hall			376 78
Sundry notes from John Donnell for my use			33,000 00
To sundry notes from Samuel Stump			25,500 00
To sundry notes from John Gooding, signer, and endorsed, about			20,000
To sundry notes from John W. Stump, about			9,600
To amount due the Union Bank of Maryland, about			22,000 00
To note to Ralph Higinbottom, discounted			5,000 00
To Thomas Sheppard's note, for which he has my note same amount			2,982 60
To Amos A. Williams' note, for which he has my note same amount			2,654 54
To Levi Hollingsworth's note, for which he has my note same amount			2,500 00
Sundry book debts to be adjusted, viz:			
To John Nancanon			136 50
To Laborde, Port au Prince	451 92		
To Laborde, Port au Prince, for bills of exchange given him in 1807, not come to hand, about	5,000 00		
			5,451,92
To Captain Elisha Taylor			175 82
To Hollins and McBlair			326 51
To S. Smith & Buchanan, supposed about			600 00
To Andrew Clopper			152 95
To John Gooding, about	17,000 00		
Deduct premium notes not paid, about	5,000 00		
			12,000 00
To John W. Stump, about			3,000 00
To Alexander Pedriel			6,358 16
To Mezech & Johnson			93 68
To Captain John Brown			564 13
To John Archer and John W. Stump, executors of John Stump, deceased, about			15,992 00
To John G. Chappell & Co.			262 57

To sundry notes signed and endorsed for others, amount not ascertained.

To sundry bills and small debts, amount not ascertained.

To L. Hollingsworth, open account, supposed to be settled.

Debts due, and properly belonging to James Williams, conveyed to John Donnell in part payment, viz:

A lot of ground on Light street, at the head of the basin.

Also my one-third interest in appeal case for the ship Sabine, conveyed to the Union Bank of Maryland; my one-half

interest in the brig Ariel and cargo, in Chili, South America.

Also fifty shares Union bank stock.

List of property and debts, viz:

Seven instalments on fifty shares stock in the Susquehannah Bridge and Bank Company, cost - - -	$1,750 00
Amount of my furniture - - - - -	
Amount of my interest in property belonging to my wife -	
Amount of Eliphalet Scribner, Port au Prince - -	775 28
Amount Captain James Martin - - - -	342 95
Amount George Stiles - - - - -	28 50
Amount Gerard Wilson - - - - -	2,000 00
Amount James H. McCulloch, lent him - - -	500 00
Amount Descaves and Mercier - - - -	2,501 75

Sundry small debts, amount not ascertained.

JAMES WILLIAMS.

BALTIMORE COUNTY, *ss.*

On the 24th day of June, in the year eighteen hundred and nineteen, the within named James Williams made oath before me, the subscriber, a justice of the peace for Baltimore county, that the aforegoing schedule and list of debts due him contain a true statement of all his property, real, personal, and mixed, to which he is in any way entitled, the necessary wearing apparel and bedding of himself and his family excepted, and that the aforegoing list of creditors is a true list of all his creditors, and also of the sums of money due to them respectively, as far as he can at present ascertain the same.

Sworn before WM. M. MEDCALF.

BALTIMORE COUNTY, *ss.*

On the 24th day of June, in the year eighteen hundred and nineteen, William M. Medcalf affirmed before me, the subscriber, a justice of the peace for Baltimore county, that James Williams has resided in the State of Maryland the two years preceding the date hereof, and still resides therein. Affirmed before JOHN MITCHELL.

I hereby certify, that the within named James Williams is now in actual confinement in the goal of Baltimore county, at the suit of the United States, and that he is not confined on account of any breach of the peace, or for the non-payment of any fine or penalty for a breach of the laws of this State or of the United States.

JOHN STEVENSON.

Pursuant to the directions of the act of Assembly, entitled "An act relating to insolvent debtors in the city and county of Baltimore," I do hereby refer the within application of James Williams, for the benefit of the insolvent laws of Maryland, together with the schedule, petition, and other papers, to the commissioners of insolvent debtors for the city and county of Baltimore. And I do hereby appoint and fix the first Saturday of September term next for the final hearing of the said appli-

cation of the said insolvent debtor, and for his appearance before the county court of Baltimore county, at the court-house in the city of Baltimore, to answer such allegations as may be made against him by his creditors, or any of them. Given under my hand this 24th day of June, in the year eighteen hundred and nineteen. WM. H. WARD.

Know all men by these presents, that we, James Williams and George Winchester, of Baltimore, are held and firmly bound unto the State of Maryland in the sum of two hundred thousand dollars, money of the United States, to be paid to the said State, or its certain attorney or assigns; to which payment, well and truly to be made and done, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 24th day of June, in the year eighteen hundred and nineteen.

The condition of the above obligation is such, that if the above bound James Williams shall make his personal appearance before the commissioners of insolvent debtors for the city and county of Baltimore, at the court-house in the said city, on the second day of August next, at 4 o'clock in the afternoon, and answer such interrogatories as may be propounded to him by any of his creditors, agreeably to the act of Assembly, entitled An act relating to insolvent debtors in the city and county of Baltimore, and shall also make his personal appearance before the judges of Baltimore county, at the court-house in the city of Baltimore, on the first Saturday of September term next, then and there to answer such allegations and interrogatories as the creditors of the said James Williams or any of them may have filed against him, agreeably to the said act of Assembly, and the act entitled An act for the relief of sundry insolvent debtors, and the several supplements thereto, and continue in court until duly discharged, then the above obligation to be void, else to be and remain in full force and virtue in law.

JAMES WILLIAMS, [SEAL.]
GEO. WINCHESTER. [SEAL.]

Signed, sealed, and delivered in the presence of—
WM. M. MEDCALF.

Know all men by these presents, that I, George Winchester, of Baltimore, *are* held and firmly bound unto the State of Maryland, in the sum of seventy thousand dollars, money of the United States, to be paid to the said State, or to its certain attorney or assigns; to which payment, well and truly to be made and done, *we* bind ourselves, our heirs, executors, and administrators, *joint and severally*, firmly by these presents. Sealed with our seals, and dated this 24th day of June, in the year eighteen hundred and nineteen.

Whereas the commissioners of insolvent debtors for the city and county of Baltimore have this day appointed the said George Winchester provisional trustee to take possession for the benefit of the creditors of James Williams, an insolvent debtor of Baltimore, of all his property, estate, and effects, books, papers, accounts, bonds, notes, and evi-

dences of debt, agreeably to the directions of the act of the General Assembly of Maryland, entitled An act relating to insolvent debtors in the city and county of Baltimore.

The condition of the above obligation is such, that if the above bound George Winchester do and shall well and faithfully perform the duties required of him as provisional trustee aforesaid, and preserve, dispose of, transfer, convey, and deliver, to such person or persons, and in such manner as the aforesaid commissioners shall appoint and direct, all the property, estate, and effects, books, papers, accounts, bonds, notes, and evidences of debt which he shall receive, or which shall be conveyed, transferred, or delivered to him as trustee aforesaid, and in all respects obey and perform the lawful orders and directions of the said commissioners in the premises, then the above obligation to be void, otherwise to remain in full and virtue.

GEO. WINCHESTER. [SEAL.]

Signed, sealed, and delivered in the presence of—
WM. M. MEDCALF.

This indenture, made this 24th day of June, in the year of our Lord one thousand eight hundred and nineteen, between James Williams, of Baltimore county, in the State of Maryland, of the one part, and George Winchester of the other part. Whereas, on the application of the said James Williams to the honorable William H. Ward, associate judge of Baltimore county court, for the benefit of the acts of Assembly for the relief of insolvent debtors, the said judge did refer the said application, together with the schedule, petition, and other papers, to the commissioners of insolvent debtors for the city and county of Baltimore. And whereas the said commissioners, on the 24th day of June, appointed the above named George Winchester provisional trustee, for the benefit of the creditors of the said James Williams, and did order and direct that the said James Williams should execute a deed to the said trustee for all his property, estate, and effects, and should deliver the same to the said trustee, together with the books, papers, accounts, bonds, notes, and evidences of debt, agreeably to the provisions of the acts of Assembly in such cases made and provided:

Now, this indenture witnesseth, that the said James Williams, in pursuance of the premises, and in consideration of one dollar, current money to him paid by the said George Winchester, hath granted, bargained, and sold, released, conveyed, assigned, transferred, and set over, and by these presents doth freely and absolutely grant, bargain and sell, release, convey, assign, transfer, and set over, unto the said George Winchester, his heirs, executors, and administrators, all and every the household goods and furniture, effects and chattels, debts and sum and sums of money belonging to, and due or owing to him, the said James Williams, as are in the schedule of the said James Williams particularly mentioned. And also all the other property and estate, real, personal, and mixed, of what kind, nature, or quality soever, (excepting the wearing apparel, bed and bedding of the said James

Williams,) which the said James Williams has or claims any title to, or is in any respect entitled to, in possession, remainder, or reversion; to have and to hold the same, and every part or parcel thereof, unto him, the said George Winchester, heirs, executors, administrators, and assigns forever, in trust for the creditors of the said James Williams, and for their use and benefit, agreeably to the act of Assembly, entitled "An act for the relief of sundry insolvent debtors, and the several supplements thereto." In witness whereof the said James Williams hath hereunto set his hand and affixed his seal, the day and year first above mentioned.

JAMES WILLIAMS. [SEAL.]

Signed, sealed, and delivered in the presence of—
JOHN MITCHELL.

BALTIMORE COUNTY, *ss.*

On the 24th day of June, in the year eighteen hundred and nineteen, came James Williams before us, two justices of the peace for the county aforesaid, and acknowledged the within instrument of writing to be his act and deed, according to the true intent and meaning thereof, and the act of Assembly in that case made and provided.

Acknowledged before JOHN MITCHELL,
WM. M. MEDCALF.

BALTIMORE COUNTY, *ss.*

I, George Winchester, provisional trustee, appointed by the commissioners of insolvent debtors for the city and county of Baltimore, on behalf of the creditors of James Williams, an insolvent debtor, do hereby certify, that I have received of the said Williams all his property as mentioned in the schedule.

GEO. WINCHESTER.

Witness: WM. M. MEDCALF.

In the case of James Williams, an insolvent debtor, the undersigned, commissioners of insolvent debtors for the city and county of Baltimore, beg leave to report to the honorable Judge Ward, that George Winchester has been by them appointed provisional trustee for the benefit of the creditors of the said James Williams, an insolvent debtor, and that the said trustee hath certified to us that he is in possession of all the property of the said James Williams, mentioned in his schedule. Given under our hands this 24th day of June, in the year of our Lord eighteen hundred and nineteen.

J. MEREDITH,
THOS. KELL,
Commissioners.

In the case of James Williams, an insolvent debtor.

Whereas James Williams, of Baltimore, did heretofore apply to the subscriber, as associate judge of Baltimore county court, for the benefit

of the insolvent laws of Maryland, and the said application of the said James Williams having been referred, together with the petition, schedule, and other papers, to the commissioners of insolvent debtors for the city and county of Baltimore, in compliance with the provisions of the act of Assembly entitled An act relating to insolvent debtors in the city and county of Baltimore, and the said commissioners having reported to me that the provisional trustee appointed by them is in the possession of all the property of the said James Williams, these are therefore to certify, that I have this day granted a personal discharge to the said James Williams. Given under my hand and seal, this 24th day of June, 1819.

WM. H. WARD. [SEAL.]

Know all men by these presents, that I, George Winchester, of Baltimore city, am held and firmly bound unto the State of Maryland, in the sum of seventy thousand dollars, current money, to be paid to the said State, its certain attorney or assigns; to which payment, well and truly to be made, I bind myself, my heirs, executors, and administrators, firmly by these presents. Sealed with my seal, and dated this 2d day of August, in the year eighteen hundred and nineteen. Whereas the commissioners of insolvent debtors for the city and county of Baltimore have this day appointed the said George Winchester permanent trustee of James Williams, an insolvent debtor of Baltimore city, for the benefit of the creditors of the said debtor, agreeably to the acts of Assembly in such cases made and provided. Now, the condition of the above obligation is such, that if the above bound George Winchester do and shall faithfully perform the duties required of him as permanent trustee as aforesaid, and shall in all respects obey and perform the lawful orders and directions of Baltimore county court in the premises, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

GEO. WINCHESTER. [SEAL.]

Signed, sealed, and delivered in the presence of—
WM. M. MEDCALF.

In the case of James Williams.

On the application of the trustee, ordered by the court that Samuel Cole appraise on oath the household furniture of the said James Williams, and return the same with a list of the articles to the commissioners, to be filed among the papers in this case.

A list of James Williams' furniture.

A set of dining tables	-	$100
3 other tables	-	30
1 pier table	-	35
16 chairs	*a* 4	64
1 sofa	-	50

2 settees - - 12 - - - - -	$24
1 pair card tables - - - - - -	50
1 clock and chimney ornaments - - - -	60
2 pair lamps - - 10 - - - - -	20
1 carpet, good - - - - - -	100
2 do. much used - - - - - -	50
Stair and passage carpet - - - - -	35
Straw carpets, common - - - - -	20
Silver tea and coffee pots, sugar dish and slop bowl, spoons, forks, and cream pot, bread and cake baskets, coasters, and sundry small articles, in all valued at - - -	406
3 pair of plated candlesticks - - 5 - - -	15
Knives and forks, 4 doz. - - - - -	20
2 bureaus - - - - 50 - - -	100
2 sets drawers - - - 12 - - -	24
2 looking glasses - - 10 & 15 - -	25
About 2 doz. common chairs - - - -	24
China and crockery ware - - - - -	100
Glass of different kinds - - - - -	100
Sideboard and urns - - - - - -	100
Bookcase - - - - - - -	100
1 pair plated lamps, with shades - - - -	15
3 pair andirons - - 10 - - - -	30
3 small do. common - 3 - - - -	9
Kitchen furniture - - - - - -	75
Sundry small articles, viz., fire fenders, writing desk, work table, &c., &c. - - - - - -	50
	$1,831

I have examined the above, and estimated their value to be eighteen hundred and *thirteen* dollars.

MOSES POOR.

Baltimore, 8th July, 1819.

And now here, at the September term of the said court, in the year of our Lord one thousand eight hundred and nineteen, to wit, on the thirtieth day of October, in the same year, comes into court here the said James Williams, in his proper person. It is thereupon, in pursuance of the provisions of the insolvent laws aforesaid, adjudged, granted, and ordered by Baltimore county court, that the said James Williams be, and he is hereby, fully and finally discharged from all debts, contracts, promises, and agreements due from, owing or contracted in his individual, as also in a copartnership, capacity, by him before the aforesaid twenty-fourth day of June, in the year eighteen hundred and nineteen; provided that any property which he shall hereafter acquire by gift, descent, or in his own right by bequest, devise, or in any course of distribution, shall be liable to the payment of the said debts. And

afterwards, to wit, on the eleventh day of January, in the year of our Lord one thousand eight hundred and twenty, George Winchester, heretofore appointed trustee for the benefit of the creditors of the said James Williams, filed in court here the following report of sale, to wit:

In the case of James Williams, an insolvent debtor.

The report of George Winchester, trustee of said insolvent, respectfully sheweth: That in discharge of his trust he advertised, in pursuance of the general order of Baltimore county court in cases of insolvent debtors, the property mentioned in the advertisement, which is hereto annexed. That at the time and place of sale therein mentioned, he did offer the same for sale, subject to all incumbrances. That the property first offered was Bush Mill, and the appurtenances thereto belonging. That after having proceeded with the sale until the sum of $2,030 was bid by Mr. Luke Tiernan, when some difficulty was suggested to exist among the bidders as to the terms of sale relative to the outstanding incumbrances. Your trustee stated that he had been, as he thought, so explicit as to render it difficult to be misunderstood, but that if such was the case, and Mr. Tiernan stated that he understood the terms differently, he (the trustee) would commence the sale again. Mr. Tiernan observed, that he hardly knew how he understood the terms, but he did not suppose the purchaser would have to pay the claim of Mrs. Stump for $1200, arrearages of her annuity. Under these circumstances your trustee again offered the said Bush Mill and premises for sale, subject to incumbrances of every kind which might be established against it. Upon the second offer, Luke Tiernan became the highest bidder and purchaser by bidding the sum of $1,220. Your trustee then offered the lot and premises on Charles street, upon the same terms and conditions, when the same Luke Tiernan became the highest bidder and purchaser by bidding the sum of $225, and in like manner the said Luke Tiernan became the highest bidder and purchaser by bidding the sum of twenty-five dollars for the lot and premises on Conway street.

GEO. WINCHESTER, *Trustee.*

Which being read and heard, the court here, on the twenty-second day of January, in the year last aforesaid, passed the following order on the report aforesaid of the trustee, to wit:

In Baltimore county court, September term, 1819.

Ordered, that the sale made and reported by the trustees of James Williams, be ratified and confirmed, unless cause to the contrary be shown on or before the 22d day of January, provided a copy of this order be published in some newspaper in the city of Baltimore, twice a week, before the said day, 11th January, 1820.

WILLIAM GIBSON, *Clerk.*

And afterwards, to wit, on the thirteenth day of October, in the year of our Lord one thousand eight hundred and forty-one, came Nathaniel

Williams into court here, and filed in the cause aforesaid the following petition, to wit:

To the honorable the judges of Baltimore county court.

The petition of Nathaniel Williams respectfully represents, that on or about the year eighteen hundred and nineteen, James Williams, late of the city of Baltimore, merchant, became insolvent, and took the benefit of the insolvent laws of Maryland. That the late George Winchester was duly appointed trustee for the creditors of the said Williams. But that since his death there is no trustee, although this petitioner, who is counsel for some of the creditors, suspects and believes there is some small amount due to the said estate, which a regularly appointed trustee will be alone entitled to collect. Wherefore, this petitioner prays that he may be appointed trustee for the creditors of said James Williams; and as in duty, &c.

NATHANIEL WILLIAMS.

Which being read and heard, the court passed the following order, to wit:

IN BALTIMORE COUNTY COURT.

On the petition of Nathaniel Williams, in the matter of the estate of James Williams, an insolvent debtor.

Ordered by the court, this 13th day of October, 1841, that the prayer of the petitioner for the appointment of a permanent trustee for the creditors of James Williams be granted, unless cause to the contrary be shown on or before the 9th day of November next, on which day the creditors may nominate a trustee in the mode prescribed by law, if they see fit; provided a copy of this order be published in some daily newspaper, once a week, for three successive weeks, before the said 9th day of November.

R. B. MAGRUDER.

And afterwards, to wit, on the eleventh day of November, in the year last aforesaid, the said Nathaniel Williams filed in court here in said cause, the following copy of order and certificate of publication, to wit:

IN BALTIMORE COUNTY COURT.

On the petition of Nathaniel Williams, in the matter of the estate of James Williams, an insolvent debtor.

Ordered by the court, *that* the 13th day of October, 1841, that the prayer of the petitioner for the appointment of a permanent trustee for the creditors of James Williams be granted, unless cause to the contrary be shown on or before the 9th day of November next, on which day the creditors may nominate a trustee in the mode prescribed by law, if they see fit; provided a copy of this order be published in some daily newspaper, once a week, for three successive weeks, before the said 9th day of November.

By order.—True copy.—Test: THOMAS KELL, *Clerk*.

I hereby certify, that the annexed advertisement was published in the Baltimore Republican once a week for three successive weeks before the 9th day of November, 1841.

JOHN BUSK.

Baltimore, Nov. 10th, 1841. Received one dollar for advertising.

JOHN BUSK.

And on the twelfth day of November, in the year last aforesaid, the said Nathaniel Williams filed in said cause the following affidavit, to wit:

In the matter of James Williams, an insolvent debtor.

IN BALTIMORE COUNTY COURT.

On this 12th November, 1841, before the subscriber, personally appears Nathaniel Williams, and makes oath that he is satisfied there do not remain any available assets to come into the hands of any trustee for the above estate, except a balance of money not exceeding one thousand dollars, nor is it believed over five hundred dollars.

Sworn before WILLIAM P. STEWART.

Which being read and heard, the court passed the following order, to wit:

In the matter of James Williams, an insolvent debtor.

IN BALTIMORE COUNTY COURT.

Ordered by the court, this 12th day of November, 1841, that the prayer of the petitioner be granted as filed 13th October, 1841, no cause to the contrary having been shewn, though notice has been given as directed by the order of this court, passed on the 13th October, 1841. And that Nathaniel Williams be, and he is hereby, appointed permanent trustee of James Williams, and that he give bond with security to be approved by this court, or one of the judges thereof, in the sum of two thousand dollars.

R. B. MAGRUDER.

And afterwards, to wit, on the fifteenth day of November, in the year last aforesaid, the said Nathaniel Williams, trustee as aforesaid, filed in court here in said cause the following bond, to wit:

Know all men by these presents, that we, Nathaniel Williams, Joseph B. Williams, and Joshua B. Williams, of the city of Baltimore, are held and firmly bound unto the State of Maryland in the full and just sum of two thousand dollars; to the payment whereof we bind ourselves, jointly and severally, our and each of our heirs, executors, and administrators, firmly by these presents.

Sealed with our seals, and dated this fifteenth day of November, eighteen hundred and forty-one.

Whereas the said Nathaniel Williams hath been appointed by Baltimore county court permanent trustee for the creditors of James Williams, an insolvent debtor:

Now, the condition of the above obligation is such, that if the said Nathaniel Williams shall and will at all times faithfully perform the duties of permanent trustee for the creditors of James Wilson, an insolvent debtor, and as such conform to the requisitions of the acts of Assembly in the premises, then this obligation shall be null and void, otherwise to be and remain in full force and virtue in law.

NATHANIEL WILLIAMS, [SEAL.]
JOSEPH B. WILLIAMS, [SEAL.]
JOSHUA B. WILLIAMS. [SEAL.]

Signed, sealed, and delivered, in the presence of—
GEORGE H. WILLIAMS.

Which bond is thus endorsed, to wit: I believe the within bond sufficient. THOMAS KELL, *Clerk*.

Bond approved 15th November, 1841.

R. B. MAGRUDER.

Test: THOMAS KELL, *Clerk*.

In testimony that the forgoing is a full and true transcript of the proceedings in the matter of the application of James Williams, for the benefit of the insolvent laws of Maryland, taken from the record of proceedings of Baltimore county court, I have hereto subscribed my name, and affixed the seal of said court, this seventh day of February, in the year of our Lord one thousand eight hundred and forty-two. [SEAL.]

THOMAS KELL, *Clerk*.

Exhibits 2, 3, and 4.

(Copy.) In Baltimore county court, March term, 1825.

In the case of John Gooding, an insolvent debtor.

Ordered by the court, that the trustees dispose of any part of the personal estate remaining undisposed of, at public or private sale, as they may think best. (Marked No. 2.)

Signed, WILLIAM H. WARD.

(Copy.) In Baltimore county court, March term, 1825.

In the case of James Williams, an insolvent debtor.

Ordered by the court, that the trustees dispose of any part of the personal estate of the insolvent debtor remaining unsold, at private or public sale, as they may judge best.

Signed, WILLIAM H. WARD.

(Marked No. 3.) Copy. Baltimore, 2d April, 1825.

For value received, I hereby assign to Robert Oliver, esq., one share of the Mexican company, commonly called the Mina's expedition, and formerly belonging to James Williams, an insolvent debtor, and now held by me as his trustee.

For value received, I hereby assign one other share of the Mexican company, or Mina's expedition, formerly belonging to John Gooding, an insolvent debtor, and now held by me as his trustee, to the said Robert Oliver, and I bind myself to execute all or any other papers, or assignments which Mr. Oliver, or his counsel, may deem necessary or proper to render the assignment effectual.

Signed, GEO. WINCHESTER.

(Marked No. 4.) Copy. *Baltimore, 2d April*, 1825.

I have this day received from Robert Oliver, esq., four thousand dollars, being the consideration for which I have this day sold and assigned him two shares in the Mexican company, as will appear by my assignment, bearing equal date herewith.

(Signed) GEO. WINCHESTER.

And on the same second day of May, Robert M. Gibbs, Charles Oliver, and Thomas Oliver, executors of Robert Oliver, by their said solicitor, file in said cause their answer to the petition of Nathaniel Williams, trustee of James Williams, in form following, to wit:

The answer of Robert M. Gibbs, Charles Oliver, and Thomas Oliver, executors of Robert Oliver, to the petition of N. Williams, trustee of James Williams, filed in the case in this court, on its equity side, in which P. E. Thomas and John White are complainants, and Dennis A. Smith and others are defendants.

These respondents answering say, that referring for its admissions, averments, and defences to the answer to said petition on file in said case of their co-defendants in said petition, J. Glenn and D. M. Perine, make the said admissions, averments, and defences their own, and pray to have the like benefit thereof, as if in this answer they set forth in all proper form each of said admissions, averments, and defences. And they pray to be hence dismissed with their costs.

REVERDY JOHNSON,
Sol'r for respondents.

At the foot of which was thus written, to wit:

I agree to receive this answer without oath. April, 1842.

And afterwards, to wit, on the third day of May, in the year aforesaid, David M. Perine and John Glenn, by their said solicitor, file in said cause their answer to the petition of James W. McCulloh, in form following, to wit:

To the honorable the judges of Baltimore county, sitting in equity.

The answer of David M. Perine and John Glenn to the petition of James W. McCulloh, filed in the case in this court, in which P. E. Thomas and John White are complainants, and Dennis A. Smith and others are defendants.

These respondents answering say, that they neither admit nor deny the execution of the deed of trust mentioned in the petition, as having

been made by George P. Stevenson in favor of said petitioner and John Hollins, having no personal knowledge of the same, and therefore leave the fact to be established by proper proof. They admit, however, the death of the said John Hollins; but whether, if executed, the deed aforesaid was first accepted by him and petitioner, or not, they also leave to be duly proved. They admit the formation of the Mexican company as stated by petitioner, and that as originally constituted the said Stevenson was interested to the extent of one-tenth interest, as were each of the other nine persons or firms of which it consisted; but they have understood, and cannot admit the fact to be otherwise, that after said company commenced advancing for the object of their associating, and the said Stevenson had contributed only a part of what was due by him, he altogether ceased to take any further concern in the affairs of the company, and abandoned his interest in the same, which, with, as they suppose, his consent, and by assertion of law, was afterwards supposed to have been, and was, as respondents believe, merged in and for the benefit of the other parties concerned. As to the particular amount advanced by said Stevenson before the time of the said abandonment, respondents have no knowledge, except what they acquire from a ledger kept by said company, in which the said amount appears, and which they are in possession of, and will produce when required; and pray that, when produced, it may be taken as a part of this answer.

Respondents further answering admit, that the said company had a large claim upon the Mexican Government, and that under the treaty and act of Congress referred to by petitioner, it was subsequently recovered, having been allowed by the Board of Commissioners acting under their authority. For the amount so awarded in favor of respondents, and for the title under which it was awarded, they refer to their answers, on file in this case, to petitions of N. Williams, as trustee of John Gooding and James Williams, and pray to have the said part of said answers considered as forming a part of this answer.

And further answering they say, that they are advised that said award, as far as the same directs the amount so allowed to be paid to them, is, under the circumstances and the effect and terms of said treaty, and act of Congress, conclusive evidence of their title to the same, for the purposes of the trusts of the deed under which it was allowed them; and they pray to have like benefit of this defence, as if they had specially and generally pleaded the same. Respondents do not know, and they cannot therefore admit, that said petitioner was ignorant of said claim until lately, before the filing of his petition, or that he had not knowledge of the same from the period he accepted his trust under the deed, which he states was executed in his and J. William's favor by said Stevenson, if such a deed was executed, but leave the petitioner to establish the same by proper evidence. One thing, however, they aver, that as far as they have knowledge said petitioner never, in money or trouble, contributed, or assisted in any way, in the prosecution of said claim, either whilst it was pending before the Mexican Government, or afterwards before the commissioners aforesaid, nor said anything, or did anything,

in relation thereto, until the same was recovered through the instrumentality of others. One thing is of course most manifest, that if said petitioner is entitled to any portion of the amount so as aforesaid awarded to and received by respondents, it can only be after he is first charged with whatever may be found due by the said original share of Stevenson to the concern, as well as after all costs and expenses of every description attending the final recovery of the claim are first deducted. And respondents pray to be hence dismissed with their costs most unjustly sustained.

REVERDY JOHNSON,
For respondents.

BALTIMORE COUNTY, *to wit:*

On the third day of May, 1842, personally appeared before the subscriber, a justice of the peace of the State of Maryland, in and for said city, John Glenn and D. M. Perine, the respondents above named, and made oath that the matters and facts stated in the foregoing answer are true, to the best of their information and belief.

JOHN W. PEALE.

The said cause, so standing, was continued from term to term, until the first day of September, in the year eighteen hundred and forty-three; at which said term, to wit, on the fourth day of September, in the year last aforesaid, David M. Perine and John Glenn, by their said solicitor, file in court here, in said cause, the following copy of award, marked exhibit B, to wit:

(Copy.) Board of Commissioners for adjusting claims of American citizens on Mexico, under the convention between that Government and the United States, concluded on the 11th day of April, 1839.

Sitting of Wednesday, June 9, 1841.

In the cases of Oliver and of Smith, the board unanimously adopted the decree which is in the words following, to wit:

Oliver's case.

Under the denomination of Oliver's case, were comprehended two distinct claims, i. e.

1st. The claim of Dennis A. Smith, amounting to $84,230 $\frac{72}{100}$; and

2d. The claim of the Mexican Company of Baltimore, amounting to $160,563 $\frac{72}{100}$; both sums being for arms, vessels, munitions of war, goods, and money, furnished by the said Smith and the said company respectively to General Mina for the service of Mexico, in the years 1816 and 1817; and the Mexican and American commissioners, in deliberating upon the first of the above named claims, to wit, that of Dennis A. Smith, having disagreed as to the time from which interest at the rate of six per cent. thereon should commence to run, and as to the correctness of an item of $10,000, part of the aforesaid sum of

$84,230 $\frac{72}{100}$, the said claim, with that exception, having been unanimously agreed to be correct, they referred the aforesaid points in dispute to the umpire, who, on the 3d instant, transmitted his decision to the board upon the disputed points so referred to him as aforesaid; wherein and whereby he decides that the Government of the Republic of Mexico is held to pay an interest upon the aforesaid sum of $84,230 $\frac{72}{100}$, after deducting therefrom the sum of $625, being the excess of charge in the disputed item of $10,000 for loss upon 2,500 muskets. Now, in order to carry out the principles established by the decision of the umpire in this case, and, at the same time, evince our respectful acquiescence in that decision, we do hereby unanimously decree and decide that the Government of Mexico shall pay to Philip E. Thomas and John White, trustees (to whom the same has been assigned and transferred by Dennis A. Smith) in trust for whom it shall concern, according to the rates of their respective interests, the sum of one hundred and forty-one thousand seven hundred and fifty-four dollars and sixty-nine cents, being the one-half of the said Smith's claim allowed as aforesaid by the umpire, with interest thereon at the rate of six per cent. per annum, from the 15th day of April, 1817; and one-ninth of the amount of the shares claimed by the Mexican Company of Baltimore, being one of the said Smith's two shares in the stock of the said company, with interest upon the said one-ninth at the rate of five per centum per annum, from the 15th day of April, 1817, that being the rate of interest, and the date from which it shall, according to the decision of the umpire, be computed upon the claim of the said company against Mexico.

And we do also, under the same spirit, and from the same motives, unanimously decide and decree that the Government of Mexico shall, according to the decision of the umpire upon the 2d claim, to wit, that of the Mexican Company of Baltimore, pay to David M. Perine and John Glenn, trustees for Robert Oliver's legal representatives, and whomsoever else it may concern, in the ratio of their respective interests, the sum of four hundred and seventeen thousand four hundred and twenty-seven dollars and forty-seven cents, being the remaining half of the said D. A. Smith's individual claim, as allowed by the umpire, with interest thereon from the date, and at the rate allowed by the umpire; and the remaining eight shares of the said Mexican Company of Baltimore, with interest thereon at the rate of five per centum per annum from the 15th day of April, 1817, up till the date of this award; the said Smith and the other stockholders of the said company having assigned and transferred to the said D. M. Perine and J. Glenn, in trust for those interested, their respective interests; the said Smith, the remaining half of his individual claim, and he and the other members of the said company, the remaining eight shares of the stock of that company; which eight shares of the said company's stock, and the remaining half of the said Smith's individual claim, with interest thereon as above stated, constitute the sum above and hereby decreed to the

last above mentioned trustees. Given under our hands and seals, at our session room, at the city of Washington, this 9th day of June, 1841.

(Signed) W. L. MARCY, [SEAL.]
JOHN ROWAN, [SEAL.]
PEDRO F. DEL CASTELLE, [SEAL.]
JOAQUIM VELASQUEZ DE LEON. [SEAL.]

And on the same fourth day of September, the court passed and filed in said cause the following order of notice to be given to creditors, to wit:

THOMAS AND WHITE, trustees,
vs.
DENNIS A. SMITH and others.

Equity side of Baltimore county court.

Ordered, this fourth day of September, in the year eighteen hundred and forty-three, that the parties having claims upon the funds awarded by the commissioners under the treaty between the United States and Mexico, to the Mexican Company of Baltimore, and to Dennis A. Smith, under the circumstances particularly stated in the proceedings in said cause, be and the same are hereby required to file the same with John Carrere, esq., special auditor, with the vouchers to support the same, on or before the 5th day of October next, otherwise they may be debarred from the benefit of the distribution of the funds aforesaid, which will thereafter be made: Provided, a copy of this order be published once a week for three successive weeks, from the said 5th day of October, in some newspaper published in each of the cities of Baltimore, Philadelphia, and New York. And it is further ordered, that the auditor be, and he is hereby, required to report his account in the premises finally before the 26th day of October.

R. B. MAGRUDER.

And afterwards, to wit, on the twentieth day of September, in the year last aforesaid, the following notices and certificates of publication were filed in said cause, to wit:

Notice.—All persons interested in the claims of Dennis A. Smith, and the Mexican Company of Baltimore, on the Government of Mexico, are hereby notified to present their vouchers, properly authenticated, to the undersigned, appointed special auditor by Baltimore county court, in the equity case of Philip E. Thomas and John White, trustees, against Dennis A. Smith and others, on or before the first day of February, 1842.

J. J. ATKINSON, *Auditor.*

Baltimore, October 27, 1841.

Which is appended to the following certificate, to wit:

OFFICE OF THE AMERICAN,
Baltimore, Sept. 8th, 1843.

This is to certify, that the annexed advertisement of notice to persons interested in the claims of Dennis A. Smith and the Mexican Company of Baltimore, was published in the American and Commercial Daily Advertiser, once a week for three successive weeks, commencing on the 28th day of October, 1841.

DOBBIN, MURPHY & BOSE,
Pr. EDW'D A. SLICER.

(Copy.) *Notice.*—All persons interested in the claims of Dennis A. Smith, and the Mexican Company of Baltimore, on the Government of Mexico, are hereby notified to present their vouchers, properly authenticated, to the undersigned, appointed special auditor by Baltimore county court, in the equity case of Philip E. Thomas and John White, trustees, against Dennis A. Smith and others, on or before the 1st day of February, 1842.

J. J. ATKINSON, *Auditor.*

Baltimore, October 27, 1841.

To which was annexed the following affidavit, to wit:

City of Philadelphia, ss.

Before me, the subscriber, one of the aldermen of the city of Philadelphia, the ninth day of September, A. D. 1843, personally appeared Lewis C. Madeira, book-keeper in the office of the North American, a daily newspaper published in the city of Philadelphia; being sworn, deposes and says, that an advertisement, of which the foregoing is a correct copy, was inserted in the said newspaper on the 30th of October, and on the 6th and 13th of November, 1841.

LEWIS C. MADEIRA.

Sworn and subscribed before me,

PETER HAY, *Alderman.*

State of New York, city of New York, ss.

George H. Andrews, being duly sworn, says that an advertisement, of which the following is a copy:

"*Notice.*—All persons interested in the claims of Dennis A. Smith, and the Mexican Company of Baltimore, on the Government of Mexico, are hereby notified to present their vouchers, properly authenticated, to the undersigned, appointed special auditor by the Baltimore county court, in the equity case of Philip E. Thomas and John White, trustees, against Dennis A. Smith and others, on or before the 1st day of February, 1842.

J. J. ATKINSON, *Auditor.*

"Baltimore, October 29, 1841."

was regularly published in the Morning Courier and New York Enquirer, a newspaper printed and published in the said city, once in each week for three weeks, and successively, commencing on the 30th day of October, 1841.

GEO. H. ANDREWS.

Sworn before me, this 15th day of September, 1843.

ANDREW ROE, *Com'r of Deeds.*

And on the same twentieth day of September, the court passed and filed in said cause the following order of final ratification of accounts, Nos. 1, 2, and 3, to wit:

PHILIP E. THOMAS and JOHN WHITE, trustees,
vs.
DENNIS A. SMITH and others.

In Baltimore county court. In equity. September term, 1843.

Ordered by the court this (20th) twentieth day of September, 1843, that the report of the auditor made on the 9th of September, 1843, under the order of this court of the 8th of September, 1843, and the accounts of the auditor marked No. 1, No. 2, and No. 3, which accompany said report, be and the same are hereby finally ratified and confirmed, now cause having been shewn to the contrary. And the trustees therein named are hereby ordered and directed to transfer and deliver over to the executors of Robert Oliver the Mexican certificates mentioned in account No. 3, and amounting to $83,966 96, eighty-three thousand nine hundred and sixty-six dollars ninety-six cents, and also to pay over to said executors the sum of $6,413 94 in money, and to apply the residue of the funds appearing in the hands of the trustees by said account No. 3, as settled in said account. It is further ordered, that the auditor's account No. 4 be, and the same is hereby, overruled and disallowed.

R. B. MAGRUDER.

The said cause, so standing, was continued to the first day of October then next; at which said term, to wit, on the twenty-eighth day of October, in the year last aforesaid, the depositions of witnesses taken before special auditor in pursuance of an order of the court of the tenth day of June last, were filed in said cause as follows, to wit:

PHILIP E. THOMAS and JOHN WHITE, trustees,
vs.
DENNIS A. SMITH.

Depositions of witnesses produced, sworn, and examined in the above cause before John Carrere, special auditor, in pursuance of the order of the said court, dated the tenth day of June, 1843.

Thomas Sheppard, being duly sworn and examined on the part of George M. Gill, permanent trustee of Lyde Goodwin, deposes and says

as follows: That he, the deponent, was one of the original members of the Mexican company. That said company consisted of ten members originally, but was afterwards reduced to nine members. That Lyde Goodwin was one of the said members, and he continued a member throughout, and he was the only person deponent had any thing to do with. Deponent paid him the money, and he acted as ship's husband. The deponent does not recollect of any agreement to allow said Goodwin a commission, but he presumes there must have been an agreement, as no man could do the work for nothing. (Witness' opinion is objected to by Mr. Johnson.) The deponent would say that if his commissions were to come out of the risk of the trip, five per cent. would be little enough; but if the commissions were to be paid him merely for the outfits of the vessel, and without his running any risk in getting them, he would say that two and a half per cent. commission would be a proper commission, that being the ordinary commission.

Deponent says, that Goodwin attended to the purchasing of the stores and cargo, and he had the superintendence of the whole of the affairs of the company; and it is for those services that the commissions spoken of have reference.

Here the paper marked A, hereto annexed, was offered in evidence by said Gill, as an admission of all the parties whose names are subscribed, except George Winchester, (whose signature, as well as those of the other parties, are admitted to be genuine,) whom he excepts to as having no authority to sign said paper, not being duly appointed trustee.

The counsel for the trustees, Glenn and Perine, objects to said paper being offered in evidence with any exception, because, if evidence at all, which is not admitted, it is evidence of every thing appertaining upon its face.

Cross examined by Reverdy Johnson, esq.

Deponent says, that in 1817 he executed a general deed of assignment to John Glenn and Edward Morgan of all his property for the benefit of his creditors, and two years after he took the benefit of the insolvent laws; some of his creditors sued him, and he had to take the benefit; under his application he returned no property, as he considered it had passed by the deed executed to Glenn and Morgan.

He further states, that after the shares of the Mexican company were reduced to nine, said Goodwin was interested in one-ninth. He does not know whether said Goodwin paid up; he might have paid up in purchases.

The book of the Mexican company was here exhibited to the deponent, and he stated that he had no recollection of said book, nor does he know the handwriting in said book. He presumes that books were kept, and his recollections [is] that Mr. Goodwin gave to each of the parties interested a separate account.

He has no knowledge whether said Goodwin has made an arrangement with his own creditors about this claim, nor whether he is to have a commission for prosecuting it. He also says that said company was

formed in the latter part of 1815, or in 1816; that the company consisted, besides himself and Mr. Lyde Goodwin, of Mr. Dennis A. Smith, D'Arcy & Didier, Jeremiah & John Sullivan, George P. Stevenson, (in the first instance, but when his misfortunes came on he withdrew,) Hollins & McBlair, John Gooding, James Williams, and Descaves & Mercier. They were all merchants engaged in business in Baltimore.

Being further examined by said Gill, the said Sheppard states that he thinks he paid more than one-tenth in consequence of Mr. Stevenson's withdrawal; whatever Mr. Lyde Goodwin took was his proportion, and he paid. He does not know whether said Stevenson ever paid any thing. He understood that on Stevenson's withdrawal the shares were reduced from ten to nine.

Dennis A. Smith, being duly sworn and examined by said George M. Gill, permanent trustee of Goodwin, deposes and says as follows:

That he, the deponent, was one of the original members of the Mexican company. That he remembers that after the formation of the company, which consisted of ten members, but upon the withdrawal of Mr. Stevenson was reduced to nine, Mr. Lyde Goodwin was appointed as secretary of the company, to keep the accounts and to attend to all the business of the company relating to the dispatch of the vessels, loading, making purchases, and the correspondence, for which he was to receive a commission of five per cent., according to the recollection of this deponent. This commission was to be paid to Goodwin out of the funds stipulated to be paid in Mexico for the goods. That he was to receive five per cent. on the amount to be realized from the expedition. That the company expected to be paid on the arrival of the goods in Mexico. Deponent paid the whole amount of his shares. Each of the members had a private account in the book now exhibited to him, being the book of the company; and he often saw said book when Mr. Goodwin would show it to him, and it is the book of the Mexican company. That the account on folios 56 and 57 of the said book is said Lyde Goodwin's private account.

Deponent paid his just proportion, and nothing more that he knows of; but the book he should think will shew. The books were correctly kept.

The account on folios 28 and 29 shew how much Stevenson paid, and how the other members paid the balance due on his (Stevenson's) share.

Cross examined by R. Johnson, esq.

Deponent says, that after Stevenson failed to pay, and his share was divided among the rest, said Stevenson lived three years. The deponent remembers distinctly an intimation of said Stevenson's that he wished to give up his interest, and that he did not want any [thing] more to do with it. He, said Stevenson, said that it was inconvenient for him to go on to pay for the expedition, and he wanted the other mem-

bers to take his share off his hands, and he took no part in it afterwards; and he never heard him, or any of his family, say that he had any interest in it; he only knows that he wished to discontinue his ownership.

In the latter part of 1816, or the beginning of 1817, Mina was taken prisoner and shot. He further says, that in 1825 there was no market for the shares of the said company; the recovery of any thing was considered hopeless; that the only advance of money, that he knows of, was an advance of twenty-five hundred dollars, which was paid to a man by the name of Wilcox, who had possession of the papers relating to the claim, and who had acted as agent for them, and would not surrender them unless that sum was paid him. This money was paid by Mr. Oliver and the Mechanics' Bank, and the Bank of the United States, who had become interested in the claim by assignments.

Examined by Mr. Gill.

Deponent considered the claim hopeless until after the independence of Mexico, and the passage of a law by the Mexican Congress for the payment of the debts of Mina, and then he thought something might be recovered. After that law was passed, and ever since, he has entertained a hope that the debt or claim would be paid. Said law was passed some years after the death of General Mina.

Cross examined by Mr. Johnson.

Deponent says that this law gave a value to the claim, and induced Mr. Oliver to buy, who bought at a very great sacrifice. He does not think any one else would have bought.

The said witness being thereafter again examined on the part of the petitioners, in the matter of the petitions of Alricks, administrator of Forbes, McCulloh, trustee of Stevenson, and Gill, trustee of Goodwin, deposes and says as follows:

That the book "Ledger" is the book of the Mexican company, and he saw it himself very frequently, and presumes all the members of the company had access to it. Each individual member of the company was bound to furnish a certain sum of money. There were originally ten shares; but in consequence of Mr. Stevenson's being, as he expressed himself to deponent, unwilling to pay any more than he had paid, and wishing to be released and let off, as it was inconvenient for him to pay, the number of shares was reduced to nine. Each member was answerable for his share alone. No contracts were made in the name of the company; he recollects of none; it may have made some. They were not partners, nor answerable the one for the part or share of the other.

Deponent remembers that there was an individual in New York who furnished certain supplies and agreed to take an interest in one-half of the amount, and the company he has no doubt assented to this arrangement. He does not recollect the name, but Mr. Goodwin has stated to

him that his name was Forbes. Since the deponent was last examined, and from an examination of his papers in this case, he is under the impression that neither Mr. Stevenson nor his heirs retained any interest in the said company; and from no accounts being rendered to him, and from his not being represented at any of the meetings of the company, and from the company having, after he ceased to pay, treated the shares as belonging to the remaining nine members, he infers that Mr. Stevenson must have abandoned his interest to the others when he ceased to pay. He does not recollect in what vessel the supplies in which the individual from New York was interested were shipped. The principal vessel of the company was the brig Calypso.

Examined by Mr. Glenn.

The members of the Mexican company agreed to furnish a sum not to exceed ten thousand dollars each, to fit out an expedition for General Mina. Mr. George P. Stevenson was one of the persons who originally embarked in the enterprise. Deponent understood from said Stevenson that he wished to be let off from the fulfilment of his engagement; and the company, knowing his circumstances, agreed to the proposal, and took upon themselves the payment of the balance of his share, as the books will show. From that time forward said Stevenson was not treated or considered as a member of the company by any other of its members, and he never knew him, or any person for him, to furnish, after this period, any amount, or to claim to have any interest in the company. At no meeting of the company did Mr. Forbes, or any person for Mr. Forbes, appear to claim any portion of the fund, and he has no recollection that Mr. Goodwin, or any one else, ever asserted at any meeting that Forbes had any interest.

Examined by Mr. Wickes.

Deponent has no recollection of a meeting of the company on the 7th October, 1816, but he has no doubt the company authorized the paper marked F to be given. The agreement in said paper is in the handwriting and subscribed by Lyde Goodwin. Each member of the company was furnished by the secretary with an account of the amount of his interest, shewing each man's interest to be a fraction under ten thousand dollars.

Deponent has no doubt the accounts in said ledger were correctly kept, and the accounts furnished him were taken from said ledger.

(The signatures to the paper "A," hereto annexed, were admitted to be genuine by Mr. Glenn.)

Lyde Goodwin, being duly sworn and examined by Mr. Dulany in the matter of the claim of McCulloh, trustee of Stevenson, and Alricks, administrator of Forbes, deposes and says:

That he was the agent of the company and the ship's husband; that the ledger filed in this cause is the original and only book of the company, and was at all times open to the examination of all the parties

interested. The book was kept under deponent's direction by George Monk, the clerk of deponent and the company. Said Monk is dead. The said book is in the handwriting of said Monk, with some exceptions. Said book was before the commissioners at Washington, and had previously been in Mexico. And this was the book on which the claim of the Mexican company was founded and allowed by the commissioners.

Mr. George P. Stevenson was one of the original members of the Mexican company. Said Stevenson, while the expedition was preparing, failed in business, and was unable to pay his quota; and at the time of his failure all that said Stevenson had not paid, or become responsible for, the other members of the company, with the exception of Descaves & Mercier, took the remaining interest of Stevenson, and paid or assumed the balance with the knowledge and consent of the said Stevenson, and at his solicitation. There was no understanding or agreement between said Stevenson and the other members that they were to have what he had already paid. With regard to Forbes, he says that the agreement with Forbes is expressed on page 42 of the ledger, and said agreement and understanding was known to the company, and each member gave his note for his proportion of the one-half, as appears on page 42.

Being shown the paper marked J. G. H., hereto annexed, he states that the same is in his handwriting; but he has no recollection of said paper, and he presumes he must have been authorized by Mr. Stevenson to make that agreement, as no one else was authorized to do so; but that the whole matter has escaped his recollection. He also says that the first item in the invoice, on page 12 of ledger, $22,032 50 is for the supplies furnished by Forbes, one-half of which belonged to him, and the other half to the company.

Cross examined by Mr. Glenn.

He has the papers of the company, or some of them, and will produce them. Said Stevenson never paid any part of his interest, that deponent knows of. When deponent sold to Oliver, he represented to him that he had an interest of one-ninth.

Examined by Mr. Dulany.

He does not know whether said Stevenson paid any thing or not; the probabilities are that he did not pay, as he stopped payment before any of the notes given by the members of the company became due. None of the obligations or notes of Stevenson appearing in his account on the ledger were ever paid by the other members of the company.

Deponent would state, that when the parties agreed to fit out the expedition for General Mina, the said parties agreed to furnish each a sum not exceeding ten thousand dollars, each man to be responsible for his own quota alone. And it was understood that no member was entitled to inquire whether the other had paid his quota, so long as he was not

called upon to pay any part of it himself. It was not a partnership concern, but a several one, each one being alone responsible for his individual share. The company had repeated meetings, but no minutes were kept.

Cross examined by Mr. Glenn.

The whole constituted one joint common fund, the profits arising from which were to be divided among the parties according to their several and respective interests.

Dennis A. Smith being again examined, deposes that he knows the handwriting of George Winchester, and that the signatures "Geo. Winchester" to the papers marked "B C" and "D," filed with the answer of Perin and Glenn to the petition of Nathaniel Williams, trustee of Gooding, are in the proper handwriting of said George Winchester.

John G. Chappell, being duly sworn and examined on the part of Nathaniel Williams, trustee of James Williams, deposes and says:

That he was one of the firm of John G. Chappell & Co., which existed from 1817 to 1821, when it was dissolved, and deponent was the liquidating partner. That said John G. Chappel & Co. were creditors of James Williams, at the time of his application in 1819, to the amount of about two hundred and sixty-two dollars, no part of which has ever been paid.

Deponent never heard that any dividend had ever been declared on said estate of said James Williams, and if there had been, he thinks he would have known it, as he is vigilant in looking after his claims.

William Inloes, being duly sworn and examined on the part of Nathaniel Williams, trustee of Gooding, deposes and says:

That he was a creditor of John Gooding at the time of his application for the insolvent laws in 1819; that no part of his debt has been paid to him; that he thinks his debt was at least three hundred dollars. He never heard of any dividend being declared on said estate, and had there been a dividend he would have known it he is satisfied, as he is very vigilant in looking after his claims.

John Sullivan being duly sworn on the part of the executors of Robert Oliver, deposes and says, that in the month of April, 1825, he called on Robert Oliver, deceased, and offered to sell him his interest, being one-ninth in the Mexican Company of Baltimore, for which deponent asked him five thousand dollars, but that said Oliver offered him only two thousand dollars, which he stated was the sum he had paid for several other shares or interests of one-ninth each. That some three or four years afterwards, deponent saw said Oliver, and again proposed to sell to him, but he declared and said that he would not then give deponent half as much as he had previously offered deponent. Deponent also states, that from the unsuccessful exertions that had been made to recover said claim, it had become so desperate that no one was willing to buy it, or any part of it. He also says, that the signature to the paper marked "E," filed in the case of Williams, trustee of Gooding, with the answer of Perine and Glenn, is his signature.

Lyde Goodwin being examined states, that the signature to the paper J. S., hereto annexed and filed by John Sullivan, is his signature, and that the facts therein contained are true.

Dennis A. Smith, being further examined on the part of the executors of Robert Oliver, deposes and says:

That the signature "Lyde Goodwin," to the assignment of his interest, and hereto annexed, marked No. 5, is in the handwriting of said Lyde Goodwin; and that the signature "Robert Oliver," to the same paper, is in the handwriting of Robert Oliver, deceased, both of whom he has seen write.

That the paper hereto annexed, marked "No 4," "bill of sale of one share of Mina concern," is in the handwriting of Lyde Goodwin; and the signature "Geo. I. Brown," is in the handwriting of George I. Brown, deceased, whom he has seen write. He also says, that he has looked at the claim filed by the trustees, Thomas & White, for expenses, &c., on account of the fund, and that the same is, to his knowledge, correct, with the exception of the charge for commissions to trustees, of which he knows nothing.

All of which is respectfully submitted.

JNO. CARRERE, *Auditor.*

Paper A, filed before the Auditor by George M. Gill, permanent trustee of Lyde Goodwin.

BALTIMORE, *March* 21*st*, 1825.

ROBERT OLIVER, ESQ., BALTIMORE.

SIR: It having been agreed by the original proprietors of the shares of the Baltimore Mexican Company, that Lyde Goodwin, the agent of said company should receive a commission of 5 per cent. for his services, on the amount recovered by said company, you are hereby authorized to pay over to his order 5 per cent. on the amount so recovered.

JNO. SULLIVAN,
Surviving partner of Jere. & Jno. Sullivan.
ROB'T T. HOLLINS,
Trustee of Hollins & McBlair.
H. SCHWARTZE, Assignee.
P. A. GUESTIER, Assignee.
DESCAVES & MERCIER.
BENJ'N C. HOWARD,
One of the trustees of Hollins & McBlair.
GEO. WINCHESTER,
Trustee of Gooding and Williams.
CHARLES F. MAYER,
Trustee of Hollins & McBlair.
DAVID HOFFMAN,
Trustee of Hollins & McBlair.
J. GLENN,
Assignee of T. Sheppard.
EDW'D MORGAN,
Assignee of T. Sheppard.

Paper marked F, and filed before the Auditor 19th Sep., 1843, by Forbes' administrator.

I hereby certify, that James G. Forbes, of New York, holds an interest in the cargo of the brig Calypso, Thomas Boyle, master, to the amount of five thousand five hundred and eight dollars and twelve cents, being his one-half of sundry articles furnished by him for the use of General Mina, and shipped in the Calypso, as per his account, dated New York, 23d August, 1816, which said sum of $5,508 12, together with the profit thereon, is to be paid to Mr. Forbes by the gentlemen composing the company connected with the above voyage of the Calypso, whenever the same is received by them from Gen'l Mina, as per their agreement with him.

LYDE GOODWIN,
Baltimore, October 7, 1816. *Agent of the company.*

Amount of invoice of James G. Forbes, - - -		$11,016 25
J. G. Forbes' one-half is - - -		5,508 12
Deduct one-half freight, $103 70,	51 85	
Stamps, - - - -	4 00	
		55 85
		$5,452 27

To the following persons' proportion:

James Williams - - -	$681 54
Thomas Sheppard - - -	681 53
Jeremiah Sullivan - - -	681 53
John Gooding - - -	681 53
Hollins & McBlair - -	681 53
Lyde Goodwin - - -	681 53
Geo. P. Stevenson - - -	681 54
Dennis A. Smith - - -	681 53
	$5,452 27

Paper marked J. G. F., filed before the Auditor, 20th Sept., 1843.

This is to certify, that Mr. Geo. P. Stevenson having failed to comply with the terms of the contract between Mr. James G. Forbes, of New York, and the agents of the concern in the cargo of brig Calypso, by which the said George P. Stevenson was to have paid to Mr. Forbes six hundred eighty-one dollars and fifty-four cents, being his proportion of sundry goods furnished by Mr. Forbes. Mr. Forbes, therefore, holds an interest to that amount in said cargo, together with the profit thereon, to be paid to Mr. Forbes, or his order, whenever the same is received by the company.

LYDE GOODWIN,
Baltimore, Oct. 17, 1816. *Agent for the company.*

Paper marked claim No. 2, filed before the Auditor, 2d Oct., 1843.

Baltimore county court.

THOMAS and WHITE vs. DENNIS A. SMITH and others. } Equity side.

THE BALTIMORE MEXICAN COMPANY, *Dr.*

To T. P. Alricks, administrator of James G. Forbes, deceased, to amount of six hundred and eighty-one dollars and fifty-four cents, invested in the cargo of the brig Calypso, a vessel composing one of the expedition furnished Gen. Mina, and which said sum was to have been paid said Forbes by George P. Stevenson, one of the members of said company, and on the failure of said Stevenson to do so the agent of said company and the agent of said Stevenson assigned to the said Forbes an interest in said cargo to the amount of said $681 54 cts., together with the profit thereon, to be paid by the Mexican Government as per agreement heretofore filed, bearing date the 17th day of October, 1816.

Paper marked J. S, and filed before the Auditor, 4th Oct., 1843.

I hereby certify, that Jeremiah & John Sullivan, merchants of the city of Baltimore, are holders of one share, or one undivided ninth part of the Baltimore Mexican Company, (or Mina expedition) which there was held by the firm in the name of Jeremiah Sullivan, who has since departed this life; and John Sullivan, at present residing near Baltimore, is the surviving partner of the said firm of Jeremiah & John Sullivan, and at his instance I have granted this certificate.

LYDE GOODWIN,
Secretary of the Baltimore Mexican Company,
Baltimore, 19 *March*, 1825. *or Mina expedition.*

Paper marked "No. 4," filed before the Auditor, 4th Oct., 1843.

I hereby, by virtue of the power and authority in me vested, as trustee of the estate of Lyde Goodwin, of the city of Baltimore, merchant, transfer, set over, and assign to Robert Oliver of said city, one share, or one undivided ninth part of a claim of the "Baltimore Mexican Company" on the Government of Mexico, for supplies furnished to General Xavier Mina, commander of an expedition which sailed from this port in the year 1816, to the aid of the Republic of Mexico, belonging to the estate of said Lyde Goodwin, and will execute any other instrument of writing which the said Robert Oliver may require for the more effectual security to him of said share.

GEORGE I. BROWN,
Baltimore, March 21, 1825. *Trustee of Lyde Goodwin.*

Witness,
JAMES M. BURN.

Paper marked No. 5, filed before the Auditor, 4 Oct., 1843.

Being indebted to Robert Oliver, of Baltimore, upwards of nine thousand dollars, I hereby assign, transfer, and make over to the said Rovert Oliver, in payment of my said debt to him, the following objects, which were assigned to him many years ago to secure the payment of the said debt due by me, to wit: All my undivided ninth part and right, title, and interest of every kind whatever, in the claim on the Government of Mexico, for supplies furnished, and advances made the late General Mina, or the proceeds thereof, and which claims are under the control of the said Robert Oliver, and his agent, John Mason, jr., now in Mexico; also a claim on a certain Louis Mervin, who died some years ago in Havana. The object and intention of this agreement is to make a full and complete transfer to the said Robert Oliver of all my right, title, and interest as aforesaid, for which the said Robert Oliver has agreed to balance my acc't on his books, and to consider the same as satisfactorily settled. And I hereby authorize and order all my agents, or those holding any powers of attorney or instructions from me relative to the aforesaid property, to account with the said Robert Oliver for the same, or the proceeds thereof.

Baltimore, 30th May, 1829. L. GOODWIN.

Witness,
JOHN THOMAS.

I confirm the above agreement.
ROBERT OLIVER.

And on the same twenty-eighth day of October, in the year last aforesaid, the special auditor, John Carrere, esquire, filed in said cause a report, and accounts A, B, C, D, E, as follow, to wit:

In Baltimore county court, sitting as a court of equity.

PHILIP E. THOMAS and John White, trustees,
vs.
DENNIS A. SMITH, and others.

To the honorable the judges of Baltimore county court, sitting as a court of equity.

The undersigned, appointed special auditor in this case, respectfully reports, that the funds for distribution consist of certain certificates issued by the treasury of the United States, on an award of the commissioners appointed under a convention between the Government of Mexico and that of the United States, and the acts of Congress for carrying into effect the said convention, and of money received for interest on said certificates. That the amount for distribution by the complainants, under the deed of trust mentioned in their bill of complaint, is $120,491 48 in certificates, and such sum as the Government of the United States has received in money from the Government of Mexico for interest thereon; and which funds will be made the subject of a separate report and account by the auditor.

That of the amount of certificates and money which have come to the hands of the trustees, David M. Perine and John Glenn, there remains undistributed, under the previous order of this court, as follows:

In certificates, on account of seven shares of the Baltimore Mexican Company, the amount of	$234,321 86
And in cash or money received by said trustees for interest, on account of said seven shares, from the 9th of June, 1841, to the 29th April, 1843, the sum of	34,992 97
Making altogether, in certificates and money,	$269,314 83

which, under this report and the accompanying accounts, are distributed by the auditor.

He further reports that the said certificates and money are on account of seven shares of the said Mexican company, standing on the book of said company in the names of Dennis A. Smith, Hollins & McBlair, James Williams, Lyde Goodwin, John Gooding, Jeremiah Sullivan, and Descaves & Mercier. That with the view of ascertaining with precision the respective interests of the members of said company he has carefully examined the book of the said company filed among the proceedings, and in evidence from which, and the evidence taken before the auditor, he has arrived at the following facts and results, namely: That the said Mexican company consisted originally of ten members, or persons, as follows: the persons and firm above named, and D'Arcy & Didier, (of whose share Dennis A. Smith became the purchaser;) Thomas Sheppard and George P. Stevenson, each of whom was bound by the agreement among themselves to furnish, and was charged on said book with, one-tenth of the amount of money necessary to be expended, and actually expended, in the prosecution of the objects of the association; that each of the said members accordingly paid his one-tenth, except George P. Stevenson, who, after having received credit in his account on the said book of the company for the sum of two thousand four hundred and thirty dollars forty-one cents, became unwilling to pay any more, and abandoned his share, as appears by the testimony of Dennis A. Smith, herewith returned; and the other members, except Descaves & Mercier, assumed the payment of the balance of said Stevenson's share, and were charged with, and actually paid, the same; whereby, as the auditor thinks, the said eight members thus paying the share of the said Stevenson became entitled to it, subject, however, to a claim for $681 54, part thereof, transferred to James G. Forbes.

He further reports, that altho' by the said book it does appear that Lyde Goodwin, one of the said members, is not credited with the full amount charged to him, yet, that as it appears by said book of the company that he paid more than his proportion or quota as a member, and as it is impossible from the said book, the only evidence on this subject in the cause, to ascertain whether the credits he has received in his account are applicable to his quota as a member, or to disburse-

ments of moneys received by him as agent of the company, and charged to him; and as it also appears in evidence that no contracts were made by the company and no claim has been made against it, the auditor is of opinion that, as between said Goodwin and his associates, his share should be considered as paid, (as they sustain no loss thereby and were called on to pay no part of it,) and he has therefore treated said share as paid.

The auditor, from the evidence, and for the reasons before stated, is therefore of opinion that the present representatives of the shares of the company (the shares being nine in number) are entitled in the following proportions, to wit: Henry Schwartz, as assignee of the share of Descaves and Mercier, is entitled to one-tenth, and the representatives of the remaining eight shares are each entitled to one-eighth of the balance. That of the said remaining eight shares, the complainants are entitled to one of them; to another Benjamin C. Howard, David Hoffman, Charles F. Mayer, and Robert S. Hollins, as trustees of Hollins and McBlair, are entitled; to a third share, the executors of Robert Oliver, as assignee of Dennis A. Smith, are entitled; to a fourth, John Sullivan, surviving partner of Jeremiah Sullivan, is entitled. That the share of Thomas Sheppard has been retained by the Government of the United States under the tenth section of the act of Congress for carrying into effect the aforesaid convention; and the remaining three shares, to wit, of James Williams, John Gooding, and Lyde Goodwin, are in dispute in this case, as is hereinafter more particularly mentioned.

The auditor further reports, that besides certain claims filed against the fund now for distribution for moneys paid in the prosecution of the claim of the said Mexican company, and which have been allowed, Dennis A. Smith has filed his claim for a commission of three and a half per cent. on the fund for services rendered in Mexico, which claim is sustained by proof; and that John H. Owings, administrator of Thomas Boyle, deceased, has also filed his claim for a commission of five per cent. on the cargo of the brig Calypso, which latter claim is fully sustained by the contract of the company to that effect on the books of said company; both of said claims being admitted as proper by the solicitors of the parties' interest, the auditor has allowed them, after deducting all proper charges, and also deducting from the claim of said Boyle's administrator the amount heretofore received by said Boyle; and which allowances, together with the tax under the act of Assembly of 1841, chap: 271, an amount sufficient to cover the fees of the clerk and the auditor, and an allowance of five per cent. commission to the trustees, Perine and Glenn, for their trouble and expenses in the execution of this trust, constitute the account herewith returned as auditor's account A.

He further reports, that with the view of distributing to those shareholders of said company whose interests or shares are undisputed—that is to say, the shares belonging to Henry Schwartze; the executors of Robert Oliver, assignee of Dennis A. Smith; the trustees of Hollins &

McBlair and John Sullivan—such part of said fund as can be distributed without prejudice to the rights of any of the claimants in the cause, he has stated an account in which, after retaining the amount of all and every the claims filed against the fund, he has distributed the balance among the parties entitled as aforesaid, and retained for statement in further accounts the shares in dispute; which account is herewith returned, marked auditor's account B.

The auditor further reports, that Thomas P. Alricks, as administrator de bonis non of James G. Forbes, has filed his claims for five thousand five hundred and eight dollars and twelve cents, part of the cargo of the brig Calypso, together with the profits thereof, marked No. 1, and also a further claim for six hundred and eighty-one dollars and fifty-four cents, and the profits thereof, marked No. 2. That the cargo of said brig was one of the subject matters of allowance by the commissioners under the convention aforesaid, and that the book of the company shows that the said Forbes was interested to the amount of claim No. 1 in the said cargo, and the profits thereon; the said Forbes having furnished certain supplies (part of said cargo) to the company, to the extent of one-half of which he became under an agreement with the company interested. That claim, No. 2, in the opinion of the auditor, is precisely of the same character as claim No. 1. The auditor has accordingly allowed both of the said claims, and has stated them at the request of the petitioner, Alricks, in a separate account herewith returned, marked C.

He further states, that a claim has been filed by George M. Gill, permanent trustee of Lyde Goodwin, for five per cent. commission on the amount for distribution, for services alleged to have been performed by the said Goodwin as agent of the company, before his application for the benefit of the insolvent laws of Maryland, and under an agreement to that effect with the company, which agency and agreement the auditor thinks is proved by the testimony of Dennis A. Smith, herewith returned; but that the said claim is controverted by the trustees, Perine and Glenn, and by the executors of Robert Oliver, and if allowed, is claimed by the said executors of Robert Oliver. That said Gill, as permanent trustee aforesaid, also claims the share of said Goodwin in the Mexican company, which claim is in like manner controverted by the trustees and executors aforesaid, and claimed by the executors of Robert Oliver.

That Nathaniel Williams, as permanent trustee of John Gooding, claims the share of said Gooding, and the said Williams, as permanent trustee of James Williams, also claims the share of said James Williams; both of which claims are controverted by the said trustees, Perine and Glenn, and the executors of Oliver, and the said shares are claimed by the said executors of Robert Oliver. That the pretensions of the said Gill, trustee of Goodwin, to the share of said Lyde Goodwin, and to the aforesaid commissions of 5 per cent., and of the said Nathaniel Williams, trustee, to the shares of John Gooding and James Williams, as also the pretensions of the executors of Robert Oliver to

the said three shares, are fully set forth in the petitions and answers in the said cause of the said parties; and the auditor, with the view of enabling the court to adjudge the said commissions and the said shares to such of the said parties as it may deem entitled to them, has stated two accounts, herewith returned, marked D and E. In account D, he has allowed said Goodwin's commissions of 5 per cent., together with his share in the company, and the shares of John Gooding and James Williams, to the executors of Oliver; and in the account E, he has allowed the said commissions of Goodwin, and his share, to George M. Gill, permanent trustee of said Goodwin, and the shares of John Gooding and James Williams, to Nathaniel Williams, permanent trustee, for the benefit of the creditors of said Gooding and Williams.

He further reports, that Hannah C. Williams claims by her petition to be entitled to a fourth part of the share of James Williams, and that John M. Gordon, permanent trustee of John W. Stump, by his answer to said petition, claims to be entitled to the same, and to another fourth, being one-half. That no proof has as yet been offered by either the said Hannah C. Williams or said Gordon, in support of their claims; and that the share of James Williams, under the accounts D and E, will be subject to such right to any part of the same as may be made to appear by proof to be hereafter adduced by either of the above named claimants.

He also reports, that James W. McCulloh, trustee of George P. Stevenson, has filed a claim for the amount paid by said Stevenson on his share as one of the original members of the company. The auditor, being satisfied from the evidence that said Stevenson abandoned all his interest, as is hereinbefore stated, has rejected the said claim, and has accordingly, in his accounts D and E herewith, distributed the proportion of this fund to which said Stevenson, had he not abandoned, would have been entitled, among the shares entitled to the same. The auditor herewith returns the evidence taken before him. All which is respectfully submitted.

JNO. CARRERE, *Auditor.*

AUDITOR'S ACCOUNT—A.

DR. *David M. Perine and John Glenn, esq'rs., trustees, in account with the Mexican trust fund.* CR.

To amount of Mexican certificates on account of seven shares of the Baltimore Mexican Company, as by the second report of the said trustees, dated and filed 22d September, 1843, appears		$234,321 86	
To cash received for interest on said certificates from 9th June, 1841, to the 29th April, 1843, as by the same report appears		34,992 97	
			$269,314 83
By amount of tax of one per cent. to be paid to the clerk of this court, under the act of Assembly, 1841, chap. 71		$349 92	
" " to pay the fees of the clerk of this court, and of the auditor		500 00	
J. J. Atkinson, his fees as auditor, being the proportion of same, chargeable to this fund		55 68	
" " Robert M. Gibbs and others, executors of Robert Oliver, for their claim for expenses paid by them, being the proportion as above		1,872 71	
" " trustees, Thomas and White ...do		2,741 83	
" " John Sullivan.....do		263 49	
" " John Glenn.....do		27 59	
" " Dennis A. Smith, for his claim for 3½ per cent. commissions on this fund, viz: In certificates	$8,201 36		
And cash	1,021 36	9,222 72	
" " John H. Owings, adm'r of Thomas Boyle, for his claim for commissions of 5 per cent. on the cargo of the brig Calypso, less the amount heretofore received by said Boyle, viz: In certificates	$8,066 07		
And cash	1,129 07	9,195 14	
" " David M. Perine and John Glenn, trustees, for their commissions of 5 per cent. for their trouble and expenses in executing this part of their trust, viz: In certificates	$11,716 09		
And cash	1,749 64	13,465 73	
" " balance of this account carried to account B, herewith returned, to wit: In certificates	$206,338 34		
And cash	25,281 68	231,620 02	
			$269,314 83

Auditor's Account—B.

Dr. *David M. Perine and John Glenn, esqrs., trustees, in account with the Mexican trust fund.* Cr.

To amount of Mexican certificates from auditor's account A, herewith returned		$206 338 34	
Cash.....do.....do		25,281 68	
			$231,620 02
By amount retained and carried to next account, to meet a claim of Lyde Goodwin's legal representative for 5 per cent. commission: In certificates	$13,783 63		
And cash	2,058 41		
		15,842 04	
" " to meet the claim No. 1 of Thos P. Alricks, adm'r of James G. Forbes, for his interest in the cargo of the brig Calypso: Certificates	$13,226 24		
And cash	1,281 74		
		14,507 98	
" " to meet the claim No. 2 of said Thos. P. Alricks, adm'r of James G. Forbes, for his interest in the cargo of the brig Calypso, viz: In certificates	$1,511 26		
And cash	146 37		
		1,657 63	
" " Henry Schwartze, assignee of Descaves & Mercier, for his share or interest in this fund, being the balance in the hands of the trustees after retaining the above three amounts: In certificates	$22,944 16		
And cash	2,812 28		
		25,756 44	
" " retained to meet a claim of James W. McCulloh, trustee of George P. Stevenson, for an alleged interest in the fund: In certificates	$3,716 33		
And cash	462 65		
		4,178 98	
" " Robert M. Gibbs, Charles Oliver and Thomas Oliver, executors of Robert Oliver, dec'd, assignee of Dennis A. Smith, for their share and interest in this fund, being one-sixth of the balance, after making all the deductions above: In certificates	$25,192 79		
And cash, less the sum of $1,000, to be passed by the trustees to the account of the individual claim of said executors, the sum reserved by the auditor in his account No. 3, filed 9th September, 1843, being insufficient to pay the charges and expenses for which that fund is answerable	2,086 71		
		27,279 50	
" " Benj. C. Howard, David Hoffman, Charles F. Mayer, and Robert S. Hollins, trustees of Hollins & McBlair, for their share and interest, being one-sixth as above: In certificates	$25,192 79		
And cash	3,086 71		
		28,279 50	

AUDITOR'S ACCOUNT—B.—*Continued.*

By amount	John Sullivan, for his share and interest, being one-sixth as above:			
	In certificates.....	$25,192 79		
	And cash	3,086 71		
			28,279 50	
" "	being the shares or interests formerly of Lyde Goodwin, John Gooding, and James Williams, (in dispute in this case,) and carried to next account, each share being one-sixth of the balance last before stated, and amounting in certificates and money to $28,279 48½: In certificates.....	$75,578 35		
	And cash.....	9,260 10		
			84,838 45	
" "	balance of cash to be passed by the trustees to the account of the individual claim of the executors of Robert Oliver, to meet the charges and expenses of that fund.....		1,000 00	
				$231,690 02

Auditor's Account—C.

Dr. ***David M. Perine and John Glenn, esqrs., trustees, in account with the Mexican trust fund.*** **Cr.**

To amount from account B, herewith returned, being the amount retained for a claim of Lyde Goodwin's legal representative for 5 per cent. commissions, viz:			
In certificates	$13,783 63		
Cash	2,058 41		
		$15,842 04	
" " retained for claim No. 1 of Thomas P. Alricks, administrator of Forbes:			
In certificates	$13,226 24		
Cash	1,281 74		
		14,507 98	
" " retained for claim No. 2 of said Alricks, adm'r of Forbes: In certificates	$1,511 26		
Cash	146 37		
		1,657 63	
" " retained for claim of James W. McCulloh, trustee of George P. Stevenson: In certificates	$3,716 33		
Cash	462 65		
		4,178 98	
" " retained for the shares or interests in the company formerly of Lyde Goodwin, John Gooding, and James Williams: In certificates	$75,578 35		
Cash	9,260 10		
		84,838 45	
			$121,025 08
By Thomas P. Alricks, administrator of James G. Forbes, for his claim No. 1 for interest in the cargo of the brig Calypso: In certificates	$13,226 24		
Cash	1,281 74		
		14,507 98	
" Thomas P. Alricks, administrator of said Forbes, for his claim No. 2 for his interest in the cargo of the brig Calypso, (part of George P. Stevenson's share:) In certificates	$1,511 26		
Cash	146 37		
		1,657 63	
" Thomas P. Alrick's balance of this account carried to accounts D and E, being the amount retained for claim of McCulloh, trustee of Stevenson, and the shares of interests of Lyde Goodwin, John Gooding, and James Williams, and claim of Lyde Goodwin's representative for 5 per ct. comm'n: In certificates	$93,078 31		
Cash	11,781 16		
		104,659 47	
			$121,025 08

Auditor's Account—D.

Dr. ***David M. Perine and John Glenn, esq'rs., trustees, in account with the Mexican trust fund.*** **Cr.**

To amount from account C, herewith returned, being the amount retained for the claim of McCulloh, trustee of Stevenson, the claim of Lyde Goodwin's representative for 5 per cent. commissions, and the shares or interests of Lyde Goodwin, John Gooding, and James Williams: In certificates			$93,078 31
Cash			11,781 16
			104,859 47
By Robert M. Gibbs and others, executors of Robert Oliver, assignee of D. A. Smith, for their proportion of amount retained on accounts B and C, herewith, for claim of McCulloh, trustee of George P. Stevenson: In certificates	$619 40		
Cash	77 10		
		$696 50	
" Benjamin C. Howard and others, trustees of Hollins & McBlair, for same: In certificates.	$619 40		
Cash	77 10		
		696 50	
" John Sullivan, for same: In certificates	$619 40		
Cash	77 10		
		696 50	
" Robert M. Gibbs and others, executors of Robert Oliver, for 5 per cent. commissions allowed Lyde Goodwin as agent of the Mexican company: In certificates	$13,783 63		
Cash	2,058 41		
		15,842 04	
" Robert M. Gibbs and others, executors of Robert Oliver, for the share of Lyde Goodwin in the Mexican company: In certificates	$25,812 16		
Cash	3,163 81		
		28,975 97	
" Robert M. Gibbs and others, executors of Robert Oliver, for the share of John Gooding, in said company: In certificates	$25,812 16		
Cash	3,163 82		
		28,975 98	
" Robert M. Gibbs and others, executors of Robert Oliver, for the share of James Williams in the said company: In certificates	$25,812 16		
Cash	3,163 82		
		28,975 98	
			$104,859 47

AUDITOR'S ACCOUNT—E.

DR. *David M. Perine and John Glenn, esqrs., trustees, in account with the Mexican trust fund.* CR.

To amount from account C, herewith returned, being the amount retained for the claim of McCulloh, trustee of Stevenson, the claim of Lyde Goodwin's representative, for 5 per cent. commissions, and the shares or interests of Lyde Goodwin, John Gooding, and James Williams: In certificates.....		$93,078 31	
Cash.....		11,781 16	
			$104,859 47
By Robert M. Gibbs, and others, executors of Robert Oliver, assignee of D. A. Smith, for their proportion of amount retained in account B and C, herewith, for claim of McCulloh, trustee of George P. Stevenson: In certificates.....	$619 40		
Cash.....	77 10		
		$696 50	
" B. C. Howard and others, trustees of Hollins & McBlair, for same: In certificates....	619 40		
Cash.....	77 10		
		696 50	
" John Sullivan, for same: In certificates.....	619 40		
Cash.....	77 10		
		696 50	
" George M. Gill, permanent trustee of Lyde Goodwin, for the share of said Goodwin in the Mexican company: In certificates	25,812 16		
Cash.....	3,163 81		
		28,975 97	
" George M. Gill, permanent trustee of Lyde Goodwin, for 5 per cent. commissions allowed said Goodwin, as agent of the Mexican company: In certificates.....	13,783 63		
Cash.....	2,058 41		
		15,842 04	
" Nathaniel Williams, permanent trustee of John Gooding, for the share of said Gooding in the Mexican company: In certificates ...	25,812 16		
Cash.....	3,163 82		
		28,975 98	
" Nathaniel Williams, permanent trustee of James Williams, for the share of said Williams in the Mexican company: In certificates.....	25,812 16		
Cash.....	3,163 82		
		28,975 98	
			$104,859 47

Which report of auditor and said accompanying accounts being read and heard, the court thereupon passed and filed in said cause the following order of ratification of accounts A and B nisi, and for rule-hearing of all the other accounts, to wit:

IN BALTIMORE COUNTY COURT, *in equity*.

Ordered by the court, this 28th day of October, 1843, that the within report, and two of the accompanying accounts, marked A and B, be finally ratified and confirmed, unless cause to the contrary be shown within ten days from the date of this order.

It is further ordered, that all the other accounts returned by the auditor with the said report do stand for hearing on Saturday, the 11th day of November next. R. B. MAGRUDER.

The said cause so standing was continued until the first day of November then next.

At which said term, to wit, on the said first day of November, in the year last aforesaid, Nathaniel Williams, trustee of James Williams, files in said cause his answer to the petition of Hannah C. Williams, in form following, to wit:

To the honorable the judges of Baltimore county court.

The answer of Nathaniel Williams, permanent trustee for the creditors of James Williams, and the petition of Hannah C. Williams, filed in the case of Philip E. Thomas and others, against Dennis A. Smith and others, respectfully sets forth—

This respondent admits that the said Hannah is the duly constituted administratrix of the estate of James W. Williams, deceased. But he does not admit that the said James W. Williams, in his lifetime, or a certain John W. Stump, his partner, or that either of them, jointly or severally, ever had any right, title, or interest in the whole or any part of the claim of the said James Williams, as one of the proprietors of the Mexican company.

This respondent prays your honors that full proof may be required from the aforesaid petitioner, or any other party claiming by right to share in the aforesaid claim of the said James Williams. And he finally prays, that the prayer of the aforesaid Hannah C. Williams, administratrix as aforesaid, in the premises, may be dismissed. And as in duty, &c. NATHANIEL WILLIAMS,

Trustee of James Williams.

And afterwards, to wit, on the fourth day of November, in the year last aforesaid, Nathaniel Williams, trustee of John Gooding and of James Williams, files in said cause exceptions to the auditor's report and accounts as follows, to wit:

THOMAS & WHITE
vs.
SMITH and others.

IN BALTIMORE COUNTY COURT, *sitting in equity*.

To the honorable the judges of Baltimore county court.

The petitioner, Nathaniel Williams, trustee of John Gooding, and also trustee of James Williams, prays leave to except to the auditor's report and his account in the above cause—

1st. Because by account A the auditor has allowed the claim of John H. Owings, administrator of Thomas Boyle, of 5 per cent. on the cargo of the brig Calypso, in certificate and cash, $9,195 14.

2d. Because by the same account A the auditor has allowed D. M. Perine and John Glenn a commission of 5 per cent. for their trouble in executing their trust, in certificates and cash, $13,465 73. Upon the ground that they were not trustees, nor in any way authorized to act in relation to the rights of this exceptant as permanent trustee of John Gooding, or as permanent trustee of James Williams, and their entire action has been adverse to the rights of this exceptant; but this exceptant does not except to a liberal allowance to the said John Glenn and D. M. Perine for their services in relation to the said funds in receiving and keeping the same, and submits that this honorable court will fix such amount as will fully compensate for such services.

3d. Because by account D the auditor has awarded to Robert M. Gibbes and others, executors of Robert Oliver, the share of John Gooding in said company,

In certificate - - - - - - - -	$26,112 31
In cash - - - - - - - - -	3,250 81
Total - - - - - - -	$29,363 12

whereas the said executors have no equitable or legal claim thereto.

4th. Because the auditor does not, in his account D, award the claim and proportion of the whole sum in controversy of John Gooding to Nathaniel Williams, his permanent trustee.

5th. Because by account D the auditor has awarded to Robert M. Gibbes and others, executors of Robert Oliver, the share or proportion of James Williams, in said company,

In certificates - - - - - - - -	$26,112 31
In cash - - - - - - - - -	3,250 81
Total - - - - - - -	$29,363 12

whereas the said executors have no legal or equitable claim thereto.

6th. Because the auditor does not, in his account D, award the claim and proportion of James Williams, in said sum in controversy, to Nathaniel Williams, his permanent trustee.

7th. Because, in many other particulars, the auditor has made allowances, either wholly without a just foundation in law and equity, or if well founded in part, the allowances are excessive and unreasonable.

NATHANIEL WILLIAMS,
Trustee of John Gooding and trustee of James Williams.

And afterwards, to wit, on the sixth day of November, in the year last aforesaid, Nathaniel Williams, trustee of J. Gooding and J. Williams, files in said cause the following order, withdrawing the two first exceptions, to wit:

THOMAS & WHITE
vs.
SMITH and others.

IN BALTIMORE COUNTY COURT, *sitting in equity.*

Thomas Kell, esq., clerk, &c., please to withdraw the two first exceptions filed by the subscriber to the report of the auditor in this case.

NATHANIEL WILLIAMS,
Trustee of J. Gooding, trustee of J. Williams.

And afterwards, to wit, on the seventh day of November, in the year last aforesaid, James W. McCulloh, surviving trustee of George P. Stevenson, by Grafton L. Dulany and Thomas P. Alricks, esquires, his said solicitors, files in said cause exceptions to the auditor's report and accounts, as follows, to wit:

THOMAS & WHITE
vs.
DENNIS A. SMITH and others.

IN BALTIMORE COUNTY COURT, *equity side.*

To the honorable the judges of Baltimore county court.

James W. McCulloh, surviving trustee of George P. Stevenson, prays leave to except to the auditor's report and accounts, filed 28th October, 1843:

1st. Because, by accounts D and E, the auditor has distributed the sum of $4,178 98, and retained in a previous account to meet the claim of this exceptant, as surviving trustee aforesaid, among certain shareholders therein mentioned; when the said sum of $4,178 98, should have been awarded to this exceptant. And this exceptant further excepts, because the said auditor has not stated any account allowing the claim of this exceptant, as set forth in his petition heretofore filed in this cause.

G. L. DULANY,
T. P. ALRICKS,
Solicitors for McCulloh.

And on the same seventh day of November, George M. Gill, permanent trustee of Lyde Goodwin, by G. L. Dulany and Thomas P. Alricks, esquires, his solicitors, files in said cause exceptions to the auditor's report and accounts, as follows, to wit:

THOMAS & WHITE
vs.
DENNIS A. SMITH and others.

IN BALTIMORE COUNTY COURT, *equity side.*

To the honorable the judges of Baltimore county court.

George M. Gill, permanent trustee of Lyde Goodwin, as set forth in his petition heretofore filed in the above cause, prays leave to except to

the report of the auditor, and the several accounts hereinafter mentioned, filed the 28th October, 1843.

1st. Because, by account B, the auditor has retained only the sum of $13,175 17 in certificates and cash, to meet the claim of this exceptant for 5 per cent. upon the gross amount received by David M. Perine and John Glenn, when this exceptant claims and is entitled to a much larger sum, as set forth in his petition heretofore filed in this cause. And also because the auditor in said account, without retaining a sufficient sum to meet the claim of this exceptant to 5 per cent. upon the gross amount, clear of all deductions as aforesaid, has distributed a portion of the funds upon which the sum is properly chargeable among certain claimants in said account mentioned.

2d. Because, by account D, the auditor has awarded to Robert M. Gibbes and others, executors of Robert Oliver, deceased, the sum of $13,175 17 for 5 per cent. commissions allowed by Lyde Goodwin, as agent of the Mexican company. And also because the auditor in said account has awarded to Robert M. Gibbes and others, executors of Robert Oliver, deceased, the share of Lyde Goodwin in the Mexican company—in certificates, $26,112 37—cash, $3,250 81—total, $29,363 18, when the said executors had no legal or equitable claim thereto.

3d. Because by account E the auditor, in awarding Lyde Goodwin's 5 per cent. commissions to this exceptant, has not calculated the same upon the gross amount, clear of all deductions, and has allowed only on account of said commissions the sum of $13,175 17, when this exceptant was entitled to a much larger sum; whereas the 5 per cent. of the said Goodwin, under his contract with said Mexican company, ought to be allowed upon the whole sum awarded by the commissioners to the members of the Mexican company, without any deduction whatever, either on account of services for recovering the same, or on any other account whatever.

4th. Because it does not appear clearly, if at all, from the report and accounts of the auditor, upon what sum the 5 per cent. of the said Goodwin has been calculated.

5th. Because the said report of the auditor, and accounts A, B, D, E, are in other respects informal, illegal, and insufficient.

G. L. DULANY,
T. P. ALRICKS,
Solicitors for Trustee.

And afterwards, to wit, on the eighth day of November, in the year last aforesaid, the court passed and filed in said cause an order for rule-hearing on the exceptions of James W. McCulloh, in form following, to wit:

In Baltimore county court. In equity.

Ordered by the court, that the matter of the aforegoing exceptions do stand for hearing on the day heretofore fixed for the hearing of certain accounts reported by the auditor in this case, and upon which an order of this court was passed on the 28th day of October last, which

day so fixed is Saturday, the eleventh day of November instant, when, if it shall be deemed right and proper, further time will be allowed to the exceptants for such hearing, and an early day thereafter will be appointed for the hearing, on motion of any of the parties interested.

8th November, 1843 R. B. MAGRUDER.

And on the same eighth day of November the court also passed and filed in said cause an order for rule-hearing, on the exceptions of Geo. M. Gill, in form following, to wit:

In Baltimore county court. In equity.

Ordered by the court, this 8th day of November, 1843, that the matter of the within and foregoing exceptions do stand for hearing on the day heretofore fixed for the hearing of certain accounts reported by the auditor in this case, and upon which an order of this court was passed on the 28th day of October last, which day so fixed is Saturday, the eleventh day of November instant; when, if it should be deemed right and proper, further time will be allowed to the exceptants for such hearing, and an early day thereafter will be appointed for the hearing, on motion by any party interested. R. B. MAGRUDER.

And on the same eighth day of November the court also passed and filed in said cause an order for rule-hearing, in the exceptions, in part, of Nathaniel Williams, as follows, to wit:

In Baltimore county court. In equity.

Ordered by the court, this eighth day of November, 1843, that the matter of the within and aforegoing exceptions do stand for hearing (except so far as the two first exceptions are affected or withdrawn by the order of the exceptant to the clerk of this court, filed among the proceedings of this cause on the sixth day of November instant) on the day heretofore fixed for the hearing of certain accounts reported by the auditor in this case, and upon which an order of this court was passed on the 28th day of October last, which day so fixed is Saturday, the eleventh day of November instant; when, if it should be deemed right and proper, further time will be allowed to the exceptant for such hearing, and an early day thereafter will be appointed for the hearing, on motion by any party interested. R. B. MAGRUDER.

And afterwards, to wit, on the eleventh day of November, in the year last aforesaid, the executors of Robert Oliver, by their said solicitor, file in said cause exceptions to the auditor's report and account E, as follows, to wit:

In Baltimore county court. In equity.

PHILIP E. THOMAS and JOHN WHITE, trustees,
vs.
DENNIS A. SMITH and others.

To the honorable the judges of Baltimore county court.

The petition of R. M. Gibbes, Charles Oliver, and Thomas Oliver, executors of Robert Oliver, deceased, respectfully sheweth: That your

petitioners pray leave to except to so much of the auditor's report and account E (made to this court in the above case on the 28th of October, 1843) as follows—

First. To George M. Gill, trustee of Lyde Goodwin, for the share of said Goodwin in the Mexican company, the amount of $29,363 12, in certificates and money, as in said account is particularly mentioned: first, because said share belongs legally and equitably to your petitioners as executors aforesaid, and not to the said trustee; and, secondly, because, if said trustee is entitled to claim the interest or share of said Goodwin in the said Mexican company, the auditor has allowed in said account more than said interest, he, the said Goodwin, not having been entitled to a full share, but to an interest less than a full share, he not having paid up the amount of a full share, as more fully appears by the ledger or book of the Mexican company, (pages 56 and 57,) heretofore filed, and of the other proceedings heretofore had in this case.

Secondly. Because by said account E the sum of $3,175 17, in certificates and money, is awarded to George M. Gill, permanent trustee of Lyde Goodwin, for five per cent. commission as allowed said Goodwin as agent of the Mexican company, when said trustee nor said Goodwin has any legal or equitable claim to the same, but that the same, if allowed at all, belongs to your petitioners as executors aforesaid.

Thirdly. Because by said account E the sum of $29,363 12, in certificates and money, is awarded to Nathaniel Williams, as trustee of John Gooding, for the share of said Gooding in the Mexican company, when said trustee has no legal or equitable claim thereto, but that the same belongs to your petitioners as executors aforesaid.

Fourthly. Because by said account E the sum of $29,363 13, in certificates and money, is awarded to Nathaniel Williams, as trustee of James Williams, for the share of said Williams in the Mexican company, when said trustee has no legal or equitable claim thereto, but that the same belongs to your petitioners as executors as aforesaid.

Fifthly. Because the said account E is in other respects informal, illegal, and insufficient. All which allegations your petitioners are ready and willing to prove.

REVERDY JOHNSON,
Sol'r for Exceptants.

And afterwards, to wit, on the fifteenth day of November, in the year last aforesaid, the court passed and filed in said cause the following order of final ratification of the auditor's report of the twenty-eighth of October, eighteen hundred and forty-three, and of the two accounts, A and B, accompanying the same, to wit:

In Baltimore county court. In equity. Term, 1843.

PHILIP E. THOMAS and JOHN WHITE, trustees,
vs.
DENNIS A. SMITH and others.

Ordered by the court this 15th day of November, 1843, that the re-

port of the auditor, made on the 28th of October, 1843, under the order of this court theretofore made, and of the two accounts of the auditor, marked A and B, which accompany this said report, be, and the same are hereby, finally ratified and confirmed, now cause having been shown to the contrary. And the trustees therein named, to wit, David M. Perine and John Glenn, are hereby ordered and directed to transfer and deliver over to the respective parties entitled, the certificates and money as in said accounts A and B are particularly mentioned and set forth, to wit: To the clerk of Baltimore county court, under the act of Assembly of 1841, chapter 271, the sum of $349 92; to J. J. Atkinson, the sum of $55 68; to the executors of Robert Oliver, the sum of $1,872, 71; to Philip E. Thomas and John White, trustees, the sum of $2,741 83; to John Sullivan, the sum of $263 49; to John Glenn, the sum of $27 59; to Dennis A. Smith, for his claim of 3½ per cent. commissions, to wit, in certificates, $8,201 36, and in cash the sum of $1,021 36; to John H. Owings, administrator of Thomas Boyle, for commission of 5 per cent. on the cargo of the brig Calypso, viz., in certificates, $8,066 07, and in cash the sum of $1,129 07; to the said trustees, Perine and Glenn, for their commission of 5 per cent. for their trouble and expenses in executing this part of their trust, viz., in certificates, $11,716 09; and in cash $1,749 64; to Henry Schwartze, assignee of Descaves & Mercier, for his share or interest, viz., in certificates, $22,944 16, and in cash $2,812 28; to the executors of Robert Oliver, assignee of Dennis A. Smith, viz., in certificates, $25,192 79, and in cash $2,086 71; to Benjamin C. Howard, David Hoffman, Charles F. Mayer, and Robert S. Hollins, trustees of Hollins & McBlair, in certificates, $25,192 79, and in cash $3,086 71; to John Sullivan, for the share of John and Jeremiah Sullivan, in certificates, $25,192 79, and in cash $3,086 71. And to the auditors in this case, and to the clerk of this court, in cash $500, in proportion to their respective claims; and all objections being withdrawn to the claims of Thomas P. Alricks, administrator of James G. Forbes, No. 1 and 2 in said accounts, it is further ordered, that the said trustees pay over to said Alricks, as administrator aforesaid, for his claim No. 1, in certificates, $13,226 24, and in cash $1,281 74; and for his said claim No. 2, in certificates, $1,511 26, and in cash $146 37. And it is further ordered by the court, that the said trustees, after paying and transferring the certificates and money as directed aforesaid by this order, and by said accounts, retain in their hands, to be subject to the future order and direction of this court, the residue of the certificates and money mentioned in the aforesaid accounts, A and B of the auditor—that is to say, to meet the claim of Lyde Goodwin's legal representatives for 5 per cent. commissions, viz , in certificates, $13,783 63, and in cash $2,058 41; to meet the claim of James W. McCulloh, trustee of George P. Stevenson, viz., in certificates, $3,716 33, and in cash $462 65; to meet the claim of the party or parties entitled to the shares or interest formerly of Lyde Goodwin, John Gooding and James Williams, viz., in certificates, $75,578 35, and in cash $9,260 10; and that the balance of

cash in the hands of said trustees, to wit, $1,000, to be passed by them to the account of the individual claim of the executors of Robert Oliver, to meet the charges and expenses of that fund. It is further ordered, that the claims reserved be, and the same are hereby, referred back to the auditor, with liberty to each and all of the parties interested to take testimony before him in relation to the same, at any time before the first day of December next, one day's notice to be given before the auditor proceeds to take testimony.

R. B. MAGRUDER.

And on the same fifteenth day of November, the court passed and filed in said cause the following order, overruling all exceptions heretofore filed that conflict with the previous order this day passed, to wit:

IN BALTIMORE COUNTY COURT.

The counsel for all the parties interested having been this day present in court, as well those advocating claims set forth in the several accounts returned by the auditor, as those who filed exceptions to the accounts, and having assented to the passage of the aforegoing order of this date, it is this 15th day of November, 1843, ordered by the court, that all the exceptions heretofore filed, which may conflict with the above order of final ratification be, and the same are hereby, overruled, so far as they do so conflict.

R. B. MAGRUDER.

And afterwards, to wit, on the twenty-third day of November, in the year last aforesaid, the following affidavits of Nathaniel Williams was filed in the said cause, to wit:

STATE OF MARYLAND,
City of Baltimore, ss.

On this 23d day of November, 1843, personally appeared Nathaniel Williams, before the subscriber, one of the State of Maryland's justices of the peace for the city of Baltimore, and made oath on the holy evangely of Almighty God, that he had no knowledge that James Williams (of whose estate this deponent is permanent trustee) was a member of the Mexican company, or was in any way interested in the treaty between the Government of Mexico and the Government of the United States, until long after the award made by the commissioners appointed by the said Governments was agreed on and passed; nor until a very short period before the filing of the petition by this deponent in Baltimore county court, sitting as a court of equity, in the case of White and Thomas against Smith and others; and that as soon as this deponent was advised of the circumstances mentioned and set forth in the said petition, he employed counsel and directed the said petition to be drawn and filed, which was done without unnecessary delay, and the claim therein stated to be made, and which he believes to be well founded in law and equity.

Sworn before T. HANSON BELT.

STATE OF MARYLAND,
City of Baltimore, ss.

On this 23d day of November, 1843, personally appeared Nathaniel Williams, before me, the subscriber, one of the State of Maryland's justices of the peace for the city of Baltimore, and made oath on the holy evangely of Almighty God that he had no actual knowledge that John Gooding (of whose estate this deponent is permanent trustee) was a member *or* the Mexican company, or was in any way interested in the treaty between the Government of Mexico and the Government of the United States, until long after the award made by the commissioners appointed by the said Governments was agreed on and passed, nor until a very short period before the filing of a petition by this deponent on the equity side of Baltimore county court, in the case of White and Thomas against Smith and others; and that as this deponent was advised of the circumstances mentioned and set forth in the said petition, he employed counsel and directed the said petition to be drawn and filed, which was done without unnecessary delay, and the claim therein set forth to be made, and which claim he believes to be well founded in equity and law.

This deponent further states that the schedule of the said Gooding, which exhibits the debts due to him at the time of his application for the benefit of the insolvent laws, contains these words and figures, viz: "Mexican expedition, $7,997 91." But that this deponent has no recollection of having read these expressions before the filing, or just before the filing, the petition aforesaid; or if he had read them before the time specified above, he had wholly forgotten them.

Sworn before T. HANSON BELT.

The said cause so standing was continued until the first day of December then next. At which said term, to wit, on the eleventh day of December, in the year last aforesaid, the following notices and certificates of publication were filed in said cause, as follows, to wit:

Notice.—In pursuance of an order of Baltimore county court, sitting as a court of equity, passed in the case depending in said court, wherein Philip E. Thomas and John White, trustees, are complainants, and Dennis A. Smith and others are defendants, notice is hereby given to all persons having claims upon the funds awarded to the Mexican company of Baltimore, and to Dennis A. Smith, by the commissioners under the treaty between the United States and Mexico, to file their said claims with the undersigned, special auditor in the above case, with the vouchers and proofs to support the same, on or before the fifth day of October next; otherwise they may be debarred from the benefit of the distribution of the funds aforesaid which will thereafter be made.

J. CARRERE,
Special Auditor.

Which notice was prefixed to the following certificate of publication, to wit.

NEW YORK, *October 18th*, 1843.

This is to certify, that an advertisement, of which the prefixed is a copy, has been regularly published in the Morning Courier & New York Enquirer, a newspaper published in said city, once in each week for three weeks successively, commencing on the seventh day of September last past.

GEO. H. ANDREWS,
Principal Clerk in Courier & Enquirer Office.

Notice.—In pursuance of an order of Baltimore county court, sitting as a court of equity, passed in the case depending in said court, wherein Philip E. Thomas and John White, trustees, are complainants, and Dennis A. Smith and others are defendants, notice is hereby given to all persons having claims upon the funds awarded to the Mexican Company of Baltimore, and to Dennis A. Smith, by the commissioners under the treaty between the United States and Mexico, to file their said claims with the undersigned, special auditor in the above case, with the vouchers and proofs to support the same, on or before the fifth day of October next, otherwise they may be debarred from the benefit of the distribution of the funds aforesaid, which will thereafter be made.

J. CARRERE, *Special Auditor.*

Which said notice was prefixed to the following certificate of publication, to wit:

PHILADELPHIA, *October* 13, 1843.

This is to certify, that the annexed advertisement was inserted in the United States Gazette, a daily newspaper published in the city of Philadelphia, on the 7th, 14th, and 21st days of September, anno domini 1843.

GEO. ESLER, JR.,
Book-keeper United States Gazette.

Notice.—In pursuance of an order of Baltimore county court, sitting as a court of equity, passed in the case depending in the said court, wherein Philip E. Thomas and John White, trustees, are complainants, and Dennis A. Smith and others are defendants, notice is hereby given to all persons having claims upon the funds awarded to the Mexican Company of Baltimore, and to Dennis A. Smith, by the commissioners under the treaty between the United States and Mexico, to file their said claims with the undersigned, special auditor in the above case, with the vouchers and proofs to support the same, on or before the fifth day of October next, otherwise they may be debarred from the benefit of the distribution of the funds aforesaid, which will thereafter be made.

J. CARRERE, *Special Auditor.*

Which said notice is prefixed to the following certificate of publication, to wit:

OFFICE OF THE AMERICAN, BALTIMORE, *Nov. 2d*, 1843.

This is to certify, that the prefixed notice was published in the

"American" once a week for three successive weeks, commencing on the 5th day of September, 1843.

DOBBIN, MURPHY & BOSE.

The said cause so standing was continued from term to term until the first day of June then next. At which said term, to wit, on the eighth day of June, in the year eighteen hundred and forty-four, the following agreement to receive the answers of the executors of Robert Oliver was filed in said cause, to wit:

In Baltimore county court, sitting in equity.

THOMAS & WHITE, trustees,
vs.
D. A. SMITH and others.

It is agreed, that all of the several and respective answers of Robert M. Gibbes, Charles Oliver, and Thomas Oliver, executors of Robert Oliver, deceased, which have heretofore been filed without oath, to the petitions of George M. Gill, trustee of Lyde Goodwin, and to the petitions of Nathaniel Williams, trustee of James Williams and of John Gooding, shall have the same effect and operation as if the same, and each and all of them, had been duly sworn to by the said respondents.

Baltimore, June 6, 1844.

GEO. M. GILL,
Permanent trustee of Lyde Goodwin.
NATH'L WILLIAMS,
Trustee of James Williams and of John Gooding.
G. L. DULANY,
T. P. ALRICKS,
Solicitors for petitioners.

The said cause so standing was continued until the first day of July then next. At which said term, to wit, on the second day of August, in the year last aforesaid, the special auditor filed in said cause the following additional evidence and exhibits, to wit:

In Baltimore county court, sitting as a court of equity.

PHILIP E. THOMAS and JOHN WHITE, trustees,
vs.
DENNIS A. SMITH, and others.

The undersigned, appointed special auditor in the above case, respectfully returns the following depositions and evidence, upon due notice to the solicitors of the parties, and in the presence of the said solicitors, viz:

Joshua Dorsey, a witness of lawful age, produced, sworn, and examined on the part of Nathaniel Williams, permanent trustee of John Gooding and James Williams, deposes and says: That John Gooding was, on the fifteenth day of April, 1819, indebted unto this deponent the sum of two thousand five hundred and eighty-six dollars ten cents,

on a note drawn in favor of James Williams, and endorsed by him, and protested for non-payment; that no part of said sum of money has ever been paid to deponent, nor has this deponent ever heard of any dividend being declared on the estate of either of said parties as insolvent debtors; had there ever been a dividend in either of said cases, deponent thinks he would have known it.

Here the said Nathaniel Williams, trustee as aforesaid, filed the papers writing, marked "N. W., No. 1," "N. W., No. 2," and the agreement of counsel, marked "N. W., No. 3." And on the same day, the papers marked No. 1, 2, 3, 4, and 5, being notices published in the American, Baltimore Republican, Baltimore Clipper, Baltimore Patriot, and Sun, were filed by the executors of Robert Oliver, and it was admitted by the solicitors of all the parties that the said papers were daily papers, published in the city of Baltimore. Also certain other papers writing, heretofore filed with the auditor, and numbered from No. 1 to No. 5, inclusive, were now filed in evidence by the said executors of Robert Oliver, and it was admitted by the solicitors of the parties that the "Globe" is a daily newspaper, printed in the city of Washington. Papers R. O., No. 1, No. 2, No. 3, No. 4, and No. 5, were filed in evidence by said executors of Robert Oliver. Dennis A. Smith, a witness heretofore examined by George M. Gill, permanent trustee of Lyde Goodwin, to prove his case against the executors of Robert Oliver, was again produced and cross examined by the executors of Robert Oliver. (The solicitors of George M. Gill, permanent trustee of Lyde Goodwin, contend that the witness, being produced by the executors of Robert Oliver on this day, his examination is not a cross examination.)

The said witness being shewn the letter of the twenty-first of March, 1825, marked A, and filed by George M. Gill, trustee of Lyde Goodwin, heretofore in evidence, and annexed to the evidence returned by the auditor on the 28th of October, 1843, says that he does not know how the said letter came to be written; that as one of the parties, had the said letter been presented to him, he has no doubt he would have signed it. Being shown the book of accounts of the company, referred to in the answer of the executors of Robert Oliver, he says that all the entries in said book, not marked, are in the handwriting of George Monk, who acted as the clerk. Those marked from page 1 to page 65, inclusive, are in Lyde Goodwin's handwriting; from page 66 to the end of page 77, are neither in the handwriting of Monk or Goodwin, but in some other handwriting, which the witness does not know. Deponent knew at the time that Monk was acting as the clerk of the concern, but he does not know how he was paid, but supposes the book will show.

The deponent further states, that there was some person, he is under the impression, who made some purchases for the concern. He remembers to have had intercourse with such a person to some extent; he cannot remember to what extent. He remembers that Mr. Goodwin made purchases, and the most extensive purchases. Gen. Mina was in Baltimore all the time. The person before referred to was attached to Mina as a sort of commissary, and was in his employment. He thinks

there were some purchases made for the Calypso by deponent's chief clerk, Mr. Latimer. The Calypso was the vessel deponent furnished to the concern. Some purchases and outfits for the vessel were also made at New Orleans, on account of the company, which were subsequently allowed to deponent. The said brig put into New Orleans in distress These purchases and outfits were wholly unauthorized by the company. He further says, that Mr. Goodwin kept the accounts of the company, and whatever he furnished deponent, as his proportion of the disbursements of the company, deponent paid. Deponent had no knowledge that said Goodwin had not paid up the extent of his interest, and has no knowledge now that he did not pay up. He never communicated to the company that he had not paid up. He has no knowledge of any payment being made by any of the parties, except what appears in the said book of the company. Deponent was always under the impression that said Goodwin was to be allowed a commission—that he and Captain Boyle were to be allowed commissions. He did not recollect the precise amount of that commission, or whether it had been stipulated on the books that he was to be allowed a commission. He did believe that the members of the company were under the impression that he was to receive a commission; that, if asked the amount, he would have said that his impression was that five per cent. was the amount.

Deponent further states, that he recently met with Mr. Goodwin, and had a conversation with him on the subject of the proposed examination, (this examination,) and deponent then stated to said Goodwin his impressions, and in about the same language in which he has just given his testimony, and then mentioned to him the controversy with regard to the sale of his share; and deponent said that he had always understood that he had sold his share to Mr. Oliver. He replied that he had done so; he did not complain of the sale, but of the question of the commissions, about which he was anxious to ascertain what deponent had to say in the evidence to be given by deponent.

Being shown the papers now filed by the executors of Robert Oliver, marked respectively R. O., No. 1, No. 2, and No. 3, he says that the said papers, and the signatures thereto subscribed, are in the proper handwriting of the said Lyde Goodwin.

Being shown the papers now filed, marked R. O., No. 4 and No. 5, he states that the same, and the signatures thereto subscribed, are in the handwriting of John Nelson, esquire, who now is a member of the Baltimore bar, and at the date of said papers resided in the city of Baltimore.

The deponent further states, that he has no knowledge of any services rendered by said Goodwin to the company after the expedition left Baltimore, except he may have written one or two letters. He thinks said Goodwin had some correspondence with General Wilkinson in Mexico.

Deponent heard from both parties, Mr. Oliver and Mr. Goodwin, of the purchase of Goodwin's share by Oliver. He did not hear at the

time what had been given for the share. Mr. Oliver consulted deponent frequently about the company's concerns, and he thinks two thousand dollars for a share was more than it would have brought in the market. He believes Mr. Oliver told him he paid two thousand dollars to Goodwin for his share, and that he had bought the said share of Mr. Goodwin. He further states, that he believes that Mr. Oliver's having been interested in the claim was the main means of obtaining its recovery. He was a man of large fortune, of great influence, and untiring in the prosecution of his views. He had exerted that influence with Mr. Poinsett, our resident minister in Mexico, and he induced deponent to go a second time to Mexico in pursuit of the claim, and while there deponent was much aided by the minister, and deponent procured important testimony in regard to the claim. Deponent obtained a deposition from Mr. Santa Maria, then resident minister from Colombia, and who had been secretary to Gen. Mina in Baltimore. Deponent also procured the testimony of Bishop Mia, who had been deputed to go from Mexico to Spain to invite Gen. Mina to undertake the revolution of Mexico, and other important testimony, authenticating the accounts of the company. Said Oliver afterwards employed a Mr. Miller, American chargé at Mexico, to prosecute the said claim, and also exert his influence in Washington to induce a friendly disposition on the part of the Mexican Government towards the recognition of the claim. And the heirs of Mr. Oliver, after his death, rendered very important services by the appointment of Mr. Key. During this period there were no services rendered by Goodwin, that deponent knows of. He also states that the shareholders, the parties concerned, appointed Mr. Oliver to act as their attorney in the prosecution of the claim.

Cross examined by the solicitors of George M. Gill, permanent trustee of Lyde Goodwin, (which examination the solicitor of the executors of Robert Oliver, and the Mechanics' Bank, contends is a continuation of the examination in chief.)

The witness states, that he cannot say where he was at the date of the letter marked A, but he was out of the United States, and on his way to Mexico. The brig Calypso belonged to deponent. His claim for his services has been allowed in this case, as appears by the auditor's account. Each member of the company paid his proportion of the expenses and disbursements. Mr. Monk was a clerk of the company, and under Mr. Goodwin. Mr. Goodwin's duty was to make purchases for account of the expedition; to attend to the disbursements of the vessels and shipments, and the duties appertaining to the clearance of the vessels at the custom-house, and to keep the accounts of the company. These duties were, as far as he was informed, satisfactorily performed by said Goodwin. He does not know of any other person who was employed by the company to perform these duties. The commissary of whom he has spoken was an officer of Gen. Mina; he procured some articles; what they were, deponent does not know. The articles were paid for by Mr. Goodwin, and were very inconsiderable. The officers of Mina, connected with the expedition, frequently called on said Good-

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win and on deponent. He never heard any of the members express any dissatisfaction with Goodwin's management of the concern, or say that they did not get their proper proportion.

In the conversation with Goodwin, before spoken of, he admitted the sale of the share to Mr. Oliver; but it was his commission he contended for, and he wanted to know what deponent had to say to that.

This deponent sold the one-half of his interest to Mr. Oliver for twelve thousand dollars. His whole interest consisted of two shares in the company and his private interest.

He also states that the chief hope the parties had of the recovery of the claim was, that Mina's name was inserted in the act of Congress of Mexico recognising claims against that Government. This was before Mr. Poinsett went out. Deponent always had great hopes that it would be paid. He pressed the purchase of his interest on Mr. Oliver. The reason why he sold out at the price or sum he did, was that he had doubts as well as hopes, and that his necessities, as well as his doubts, induced him to sell to Mr. Oliver at that rate. At that time it was the only chance of selling his interest, as no one else would buy. He was somewhat indebted to Mr. Oliver at the time, and the twelve thousand dollars included his debt to Oliver. He has never regretted the sale, because he considered Mr. Oliver's exertions were very important to the successful recovery of the claims. It was a very hazardous expedition at first, and the stock was no better then than when Mexico had acquired her liberty.

Here the said George M. Gill, permanent trustee of said Goodwin, filed in evidence certain papers writing, heretofore, on the 29th November, 1843, left with the auditor, which papers writing are respectively marked G. M. G., No. 1, and G. M. G., No. 2.

And the solicitors of James Wm. McCulloh, trustee of George P. Stevenson, filed the papers writing marked G. P. S., No. 1, and G. P. S., No. 2. The signatures to the paper writing marked G. P. S., No. 2 were admitted, as if proved, by Reverdy Johnson, esquire, solicitor for the executors of Robert Oliver and the Mechanics' Bank of Baltimore. The executors of Robert Oliver here filed in evidence papers R. O., No. 6, R. O., No. 7, R. O., No. 8, and R. O., No. 9; and the signatures thereto were admitted by George M. Gill, trustee of Goodwin, and by his counsel, to be in the proper handwriting of Robert Oliver, deceased.

And on the thirty-first day of January, 1844, on due notice to the solicitors of all the parties, the following testimony, on the part of John M. Gordon, permanent trustee of John W. Stump, and Hannah C. Williams, administratrix of James W. Williams, was taken.

John W. Massey, of lawful age, produced, sworn, and examined on the part of the said Gordon and Williams, deposes as follows:

Deponent was a clerk in the counting-house of Stump & Williams. Said firm was composed of John W. Stump and James W. Williams. He does not recollect the precise day he entered their house, but it was previous to the first of October, 1815, and he remained in their employment until the dissolution of the partnership. James Williams

and Stump & Williams purchased together a share in the Mexican company. The share was purchased by James Williams, but was owned equally by the firm of Stump & Williams and James Williams, and was paid for, one-half by Stump & Williams and one-half by James Williams. By reference to Stump & Williams' books, in the account current book, folio 38, the following entry appears—"our interest in the Mexican company:"

1816.	To James Williams.	
Dec. 31	For half a share procured through James Williams, in the expedition fitted out by a company here for Mexico, and placed under the direction of Gen. Mina, whole capital in nine shares, each share $7,834 49, on the 11th instant -	$3,917 25
1817.		
May 26	Ditto one-half $22 23 paid by him, 15th May, towards compensation to Capt. Boyle -	11 12
Oct. 3	For cash paid by him on this acc't, 19th March -	48 10
		$3,976 47

The above entries were made by James J. Atkinson, since dead, who kept the account current, but it was alphabeted by deponent. The entry and alphabeting were made at the same time.

The above half share was paid for by the sale of a schooner called the Stafford, belonging to Stump & Williams, made through James Williams to the Mexican company, and for which Stump & Williams received of said company, through James Williams, half a share in said company, as will appear by reference to the account current book, folio 60, where will be found the following entry, in the handwriting of James J. Atkinson:

"1816.	James Williams.	
Dec. 31	By our interest in the Mexican company for half of a share procured through James Williams in the expedition fitted out by a company here for Mexico, and placed under the direction of General Mina—whole capital, nine shares, each $7,834 49, on the 11th instant - -	$3,917 25
1817.		
May 26	By our interest in Mexican company for one-half of $22 23 paid by him, 15th May, towards compensation of Capt. Boyle - -	11 12
Oct. 3	By our interest in Mexican company. Cash paid by him on this account, 19th March -	48 10
		$3,976 47

On the day-book, in the handwriting of James W. Williams, one of the firm of Stump & Williams, on the 4th of December, 1818, is a

memorandum of unsettled accounts due Stump & Williams, carried to profit and loss, page 8, in the account current book of Stump & Williams, but to which they have not renounced their right and claim. Debt due by Gen. Mina, deceased, and his concern, for amount of Stump & Williams' half of one whole share with James Williams in the expedition fitted out for Gen. Mina to Mexico—whole share cost $7,952 94, and their half thereof, $3,976 47.

The above memorandum refers to and means the half share that appears upon the books of Stump & Williams, as will appear by the several entries above referred to, and to which corresponding entries appear upon the books of James Williams, and kept in the books of James Williams, in the name of the "Adventure per brig Calypso."

It was notorious to the merchants of Baltimore, as well as known to myself, that Stump & Williams and James Williams owned equally with James Williams a share in the Mexican company.

This whole concern was, at the time of the dissolution of the firm of Stump & Williams, considered lost; and, as appears by their books in the settlement of their accounts, it was carried to profit and loss; but was owned equally by them, to be thereafter equally divided, if it should be ever collected, as were several other claims.

John Patrick, of lawful age, produced, sworn, and examined on behalf of the said John M. Gordon, permanent trustee of John W. Stump, and Hannah C. Williams, administratrix of James W. Williams, deposes as follows:

Deponent was a clerk in the counting-house of James Williams. He has examined the books of James Williams, and know them to be correct. The entries made in those books relative to Stump and Williams' half share in the Mexican company, under the head of "Adventure per brig Calypso," are in the handwriting of Thomas Janvier, since dead. The adventure per brig Calypso is one and the same thing with the Mexican company. Stump & Williams put into the Mexican company the schooner Stafford, through James Williams, and received through James Williams, in payment, the same one-half share in the Mexican company. Deponent entered Mr. James Williams' counting-house in 1815, and remained with him until he quit business. It was known to deponent that Stump and Williams were equally concerned with James Williams in said whole share in the Mexican company. James Williams, as appears by his books, never claimed or considered that he had, or ever exercised, or attempted to exercise, any ownership or control over any except his own half share of the whole share in the Mexican company, having purchased one-half for the firm of Stump & Williams, composed of James W. Williams and John W. Stump. Deponent's recollection of this transaction, borne out by the entries on James Williams' books—whenever he paid money to the company on account of this share, he always charged Stump & Williams with one-half, showing that he always considered that he had purchased the half share expressly for Stump & Williams; for this, see the entries on James Williams' books.

Day book, Dec. 12th, 1816.—Stump & Williams to adventure, per brig Calypso, to the coast of Mexico, for half of my share in that concern, as per account rendered:

1817.	Balance, $7,834 49 - - - -		$3,917 25
March 19	Paid their proportion of Capt. Boyle's draft -		48 10
May 17	Paid Capt. Boyle their proportion of his account		11 12
			$3,976 47

And on the 27th day of April, 1844, after due notice to all the solicitors of the parties, the following testimony was taken on the part of George M. Gill, permanent trustee of Lyde Goodwin.

John Nelson, esqr., produced, sworn, and examined on behalf of the said George M. Gill, permanent trustee of Lyde Goodwin, deposes as follows:

Some years ago, and since the death of Robert Oliver, and in the winter or spring of 1837, Mr. Lemuel Taylor, of the island of Cuba, placed in deponent's hands a number of papers in reference to his relation with said Oliver's estate; and amongst those papers was a deed which contained a recital of the satisfaction of a claim by the house of De Trias & Co., of Havana or Matanzas, to said Oliver, due from said firm to Lyde Goodwin. Mr. Lyde Goodwin's attention was called to this fact, and said Goodwin then represented to deponent that he had transferred to Mr. Oliver a claim upon the Government of Mexico for the satisfaction of the same account, in discharge of which, the debt from De Frias & Co. had been assigned as security, and said Goodwin insisted that he was entitled to a reassignment of the Mexican claim, or an account for the claim received from De Frias & Co., and he asked deponent to call on the executors of said Oliver and examine the assignment, and ascertain the state of the account. Deponent accordingly called on Mr. Gibbes, one of the executors of said Oliver, who declined to show deponent the papers, but assured deponent that there were absolute assignments by said Goodwin to Mr. Oliver of both claims. Deponent called on Mr. Gibbes several times on the subject, and on every occasion he declined to show deponent the papers. Deponent told said Gibbes that all he desired was, to see the papers and ascertain the nature of the assignments, and that if he persisted in refusing to show them, he (deponent) would be under the necessity of filing a bill in chancery to compel their production. They never were shown to deponent, to the best of his recollection, but they were shown to Mr. Goodwin, as said Goodwin represented to deponent; and from the statements of Mr. Goodwin in regard to the character of the said assignments, deponent wrote to said Gibbes a note, which is now shown him, and is marked R. O., No. 4.

Deponent further states, that, in the progress of this transaction, he had conversations with Mr. Thomas P. Alricks, who was the trustee of Lyde Goodwin under his then recent application for the benefit of the

insolvent laws, whose name, if legal proceedings had been instituted to compel the production of said papers, it would have been necessary to use, as the recovery in the case would have been for the benefit of Goodwin's creditors. Deponent was not aware at the time, to the best of his recollection, that Mr. Goodwin had, upon any former occasion, been an applicant for the benefit of the insolvent laws; nor does he recollect to have had at the time any conversation with any other person professing to be said Goodwin's trustee, on the subject of said claim or business, except said Alricks, to whom, in his letter of the 27th of March, 1837, addressed to Mr. Gibbes, and marked R. O., No. 5, deponent referred.

And on the seventh day of June, 1844, the solicitor of the executors of Robert Oliver filed "the exceptions of Thomas Oliver and others to evidence of John Nelson," hereto annexed; and the following deposition, on the part of the aforesaid executors, was taken, on due notice to the solicitors of the trustee of John Gooding and James Williams, and the solicitor of Mrs. Hannah C. Williams and John M. Gordon, and all other the solicitors of the parties in the said cause.

Thomas Kell, clerk of Baltimore county court, produced, sworn, and examined on the part of the executors of Robert Oliver, deposes and says:

That he has looked at the papers respectively marked B, C, and D, being the same papers heretofore exhibited in this case, and filed as parts of the answer of David M. Perine and John Glenn to the petition of Nathaniel Williams, permanent trustee of John Gooding, and marked exhibits B, C, and D to said answer; that he knows the handwriting of William H. Ward, and has seen him write, and the signatures to the two orders of court, marked B, dated March term, 1825, are in the proper handwriting of said William H. Ward, who, at the date of said orders, was an associate judge of Baltimore county court, duly commissioned and qualified according to law; that the body of said orders of the court is in the handwriting of George Winchester, whom he has also seen write; that the whole of the assignments, or paper marked C, and which assignments are endorsed on the back of the said original orders of the court marked B, including the signature thereto, is in the handwriting of the said George Winchester, as is also the whole of the receipt, or paper marked D, and the signature thereto. The auditor also herewith returns certain paper writing filed by the executors of Robert Oliver as evidence on their behalf, and marked respectively "J. C., No. 1," "J. C., No. 2," "J. C., No. 3," "J. C., No. 4," and "J. C., No. 5." All which is respectfully submitted.

JNO. CARRERE, *Sp'l Auditor.*

BALTIMORE, *August 2d*, 1844.

Paper marked N. W., No. 1, filed with Auditor 12th September, 1843.

JAMES WILLIAMS
[vs.] } No. 77.
GEORGE WINCHESTER, trustee.

Proceedings before commissioners fd. 30th October, 1819. Petition-

4 906.

er appears. Order for final discharge. Referred by Judge Ward 24th June, 1819. 29th Octo., 1821, allegations fd. 13th Oct., 1841, petition of N. Williams for the appointment of permanent trustee, fd.: same day, notice to creditors ordered—order fd. 11th Nov'r, 1841, certf. pub. order nisi fd. 12th Nov. 1841, aff't of N. Williams fd.: same day, N. Williams appointed permanent trustee and ordered to bond—order fd. 15th Nov. 1841, bond of trustee fd. and approved.

In testimony that the aforegoing is a full and true copy of the docket entries in the matter of the application of James Williams [SEAL.] for the benefit of the insolvent laws of Maryland, I have hereto set my hand and affixed the seal of Baltimore county court, this 2d day of September, 1843.

THOS. KELL, *Cl'k Balto. Co'ty Ct.*

Paper marked N. W., No. 2, filed with Auditor 12th December, 1843.

JOHN GOODING
[vs.] } No. 75.
GEORGE WINCHESTER, trustee.

Proceedings before commissioners fd. 30th Oct'r, 1819. Petitioner appears. Order for final discharge. Referred by Judge Ward 23d June, 1819. 21 June, 1821, allegation fd. Spn'a iss'd. Perm't trustee's bond fd. 28th April, 1825. 2d Nov., 1832, petition of the Patapsco Insurance Company and others fd.: same day, answer of George Winchester, trustee, to the petition of the Patapsco company and others, fd. 20th September, 1833, trustee's report of sale fd.: same day, ratification, nisi—order fd. 19th Oct'r, 1833, certificate of order of publication of ratification nisi, fd.: same day, sale finally ratified—order fd. 8th Octo'r, 1839, petition of N. Williams fd. 9th Octo'r, 1839, rule for hearing on the 14th October, 1839—order fd. 4th May, 1841, representation of N. Williams, esqr., and two exhibits fd. 26 Aug't, 1841, auditor's first report fd. 2d Octo., 1841, rule for hearing on some day in November term next—order fd. 10th Jan'y, 1842, petition of N. Williams for the appointment of a trustee fd.: same day, notice to be given creditors of appointment fd. 29th Jan'y, 1842, certificate of pub. and recommendation fd.: same day, Nath'l Williams appointed a trustee—order fd. 29th Jan'y, 1842, bond of trustee approved and fd. 7th May, 1842, rule on trustee to shew cause why he does not report—order fd. 10th May, 1842, admission of copy—order by trustee fd.: same day, trustee's report fd. 31st May, 1842, rule for hearing on first Saturday next, Sep'r term—order fd.

In testimony that the aforegoing is a full and true copy of the docket entries in the matter of the application of John Gooding for [SEAL.] the benefit of the insolvent laws of Maryland, I have hereto set my hand, and affixed the seal of Baltimore county court, this 2d day of Sept'r, 1843.

THOS. KELL,
Cl'k Balto. Co'ty Ct.

Paper marked N. W., No. 3, filed with the auditor, 12th Dec'r, 1843.

THOMAS & WHITE
[vs]
D. A. SMITH and others. } In equity, &c.

It is agreed that the records of insolvent proceedings in the cases of John Gooding and of James Williams, filed in this case, shall be admitted as evidence on behalf of all parties.

G. L. DULANY, *for Petitioners.*
REVERDY JOHNSON.

Notices and certificates of publication, No'd 1, 2, 3 and 4, and filed with auditor, 12th Dec., 1843.

(No. 1.) *Claims upon Mexico.* The President of the United States has issued a proclamation announcing the ratification by both Governments of a convention between the United States and Mexico, for the purpose of finally adjusting the unsettled claims of our citizens on Mexico, for injuries done to persons and property by the authorities of that Republic. The stipulations of this convention, as agreed upon by Mr. Forsyth and Senior Don Martinez in behalf of their respective Governments, are to this effect: A board of four commissioners shall be established, two of the same to be appointed by the United States and two by Mexico; to this board shall be submitted all papers and documents pertaining to the claims in question, and the commissioners shall decide upon the justice thereof. If the Mexican Government shall not find it convenient to pay at once the amount so found due, it shall be at liberty immediately after the decisions in the several cases shall have taken place, to issue treasury notes bearing an interest of eight per cent., and receivable at the custom-houses of the Republic in payment of duties, to one-half the amount of said duties if the sum shall appear to be large. In case of want of agreement among the commissioners in reference to the claims submitted, the convention provides that authenticated copies of all documents upon which such claims are founded shall be referred to the King of Prussia, to be settled by an arbiter whom his Majesty shall appoint—the expenses of the commission thus referred to be paid jointly by the United States and Mexic . If his Prussian Majesty should decline the reference, the Queen of Great Britain shall be invited to appoint an umpire: she declining, the invitation shall be extended to his Majesty the King of the Netherlands. The decision of the arbiter thus appointed is to be final and conclusive.

Which is prefixed to the following certificate of publication, to wit:

OFFICE OF THE AMERICAN,
Baltimore, Nov. 25th, 1843.

This is to certify, that the annexed is an editorial notice relative to claims upon Mexico, which was published in the American & Commercial Daily Advertiser on the 16th day of April, 1840, and that the

same was cut from the file of said newspaper of that date, and that it was published one time only.

DOBBIN, MURPHY & BOSE,
Pr. E. A. SLICER.

(No. 2.) *Claims on Mexico.* We stated yesterday the leading points of the treaty which has been finally concluded by the U. States and Mexico for the settlement of claims due by the citizens of the former on the latter. The following notice to claimants has just been issued at Washington :

Official.

DEPARTMENT OF STATE,
Washington, April 15th, 1840.

Claimants upon the Government of the Mexican Republic, whose cases, asking the interposition of the Government of the United States, may have been presented to this Department, or to the diplomatic agent of the United States at Mexico prior to the 11th of April, 1839, are hereby notified, that, pursuant to a convention between the two Governments, of that date, a joint commission to hear and decide upon the claims will meet in this city within three months from the 7th instant.

Which notice is prefixed to the following certificate of publication, to wit :

OFFICE OF THE AMERICAN,
Baltimore, Nov. 25, 1843.

This is to certify, that the annexed copy of an official notice to claimants upon Mexico was published in the American & Commercial Daily Advertiser on the 17th day of April, 1840, and that the same was published once only.

DOBBIN, MURPHY & BOSE,
Pr. E. A. SLICER.

(No. 3.) *Claims on Mexico.* Notice is hereby given to all persons having claims upon the Republic of Mexico, which were submitted by the convention of April 11, 1839, to the mixed commission now sitting in the city of Washington, that more than half the time limited by the said convention for the session of the said commission has already expired, and that it will close its labors within nine months from this date, yet not one-half of the claims which it was organized to adjust have been prepared for its consideration. In consequence of a want of prepared cases, the business of the board has been delayed. Claimants are therefore hereby urged to complete the preparation of their cases with the least possible delay, to the end that the commission may be *be* enabled to accomplish the objects for which it was instituted.

By order of the Board of Commissioners.

ALEXANDER DIMITRY,
LUCAS DE PALACIO Y. MAGAROLA,
Secretaries.

Washington, June 16—jy2 eo2w.

[REC. CXCVI, D. T. 1849.]—19

Which said notice is prefixed to the following certificate of publication, to wit:

OFFICE OF THE AMERICAN,
Baltimore, Nov. 25, 1843.

This is to certify, that the annexed notice to persons having claims upon the Mexican Republic, signed by the secretaries to the Board of Commissioners, was published in the American & Commercial Daily Advertiser on the 2d day of July, 1841, and every other day thereafter for two weeks.

DOBBIN, MURPHY & BOSE,
Pr. E. A. SLICER.

(No. 4.)—Official.—Notice to claimants on the Mexican Government under the convention of the 11th April, 1839.

DEPARTMENT OF STATE,
December 11th, 1841.

It has been thought useful to give public notice that, whereas the third article under the convention requires that the Board of Commissioners shall terminate its duties within eighteen months from the time of its first meeting; and whereas the meeting aforesaid took place on the 25th of August, 1840, the said commission will necessarily terminate its sittings and its labors on the 26th of February next. And, inasmuch as the duration of the commission is limited by the convention itself, it cannot be extended by a law of Congress.

Which notice is prefixed to the following certificate of publication, to wit:

OFFICE OF THE AMERICAN,
Baltimore, Nov. 25th, 1843.

This is to certify, that the annexed copy of a notice (official) to claimants on the Mexican Government, was published in the American & Commercial Daily Advertiser on the 13th of December, 1841, and that the same was published one time only.

DOBBIN, MURPHY & BOSE,
Pr. E. A. SLICER.

Notice No. 2, in the Baltimore Republican, filed with Auditor, 12th Dec., 1843.

Claims on Mexico. Notice is hereby given to all persons having claims upon the Republic of Mexico, which were submitted by the convention of April 11th, 1839, to the mixed commission now sitting in the city of Washington, that more than one-half the time limited by the said convention for the session of the said commission has already expired, and that it will close its labors within nine months from this date, yet not one-half of the claims which it was organized to adjust have been presented for its consideration. In consequence of a want of prepared cases, the business of the board has been delayed. Claimants are therefore hereby urged to complete the preparation of their cases

with the least possible delay, to the end that the commission may be enabled to accomplish the objects for which it was instituted.

By order of the Board of Commissioners.

ALEXANDER DIMITRY,
LUCAS DE PALACIO Y. MAGAROLA,
Secretaries.

Washington, June 16th—jy2 eo2w.

Which notice was appended to the following certificate of publication, to wit:

1843, *November 28th.*

This is to certify, that the annexed advertisement has been published in the Baltimore Republican, (from the files,) twice a week for two weeks, as marked in the advertisement; the first insertion being on the 2d day of July, 1841. C. F. CLOUD.

Notice No. 3, filed with Auditor, 12th Dec'r, 1843.

Official.—Notice to claimants on the Mexican Government under the convention of 11th April, 1839.

DEPARTMENT OF STATE, *Dec. 11th*, 1841.

It has been thought useful to give public notice that, whereas the third article under the convention requires that the Board of Commissioners shall terminate its duties within eighteen months from the time of its first meeting; and whereas the meeting aforesaid took place on the 25th of August, 1840, the said commission will necessarily terminate its sittings and its labors on the 26th of February next. And, inasmuch as the duration of the commission is limited by the convention itself, it cannot be extended by a law of Congress.

Which notice was appended to the following certificate of publication, to wit:

This is to certify, that the notice, of which the annexed is a copy, was published in the Baltimore Clipper on the 13th day of December, 1841. BULL & TUTTLE, *Pubs. of Clipper.*

Baltimore, Nov. 25, 1843.

Notice No. 4, filed with the Auditor 12th Dec'r, 1843.

The Mexican Claims. Among the passengers in the Una, from Vera Cruz, are Don Pedro F. Del Castello, Joaquim V. de Leon, and Lucas Palacio, Mexican commissioners appointed under the late treaty with the United States. The Journal of Commerce says, they are to meet the American commissioners at Washington, and there proceed to an adjustment of the claims pending between the two countries, whether of American citizens upon the Government of Mexico, or of Mexican citizens upon the Government of the United States. So far as the commissioners of the two countries agree in regard to the validi-

ty of said claims, their decision is to be final. In cases of disagreement on any particular claims, such claims are to be referred to the Prussian Minister, as umpire, whose decision the two Governments have mutually agreed to abide by.

At the foot of which notice is thus written, to wit:

Office of the Baltimore Patriot, Balt., Nov. 25, 1843.

This to certify, that the above is a true copy of an article which appeared under the editorial head in the Baltimore Patriot of August the eighth, eighteen hundred and forty. "The Mexican claims," &c.

For the editor, JNO. F. McJILTON.

Notice No. 5, filed with the Auditor, 12 Dec., 1843.

MEXICAN TREATY.—The Globe of Tuesday night contains a proclamation of the President, officially announcing the ratification of the treaty between Mexico and the United States, for the adjustment of claims of citizens of the United States upon the Government of Mexico.

Office of the Weekly Sun, Baltimore, Nov. 24, 1843.

This is to certify, that the above notice appeared in the Baltimore Daily Sun as above stated, one time, on the 16th day of April, 1840.

For A. S. Abel & Co., J. B. KAUFFELT.

Exceptions of Thomas Oliver and others, filed with the Auditor, 7th June, 1844.

THOMAS & WHITE
vs.
D. A. SMITH AND OTHERS.

Equity side of Baltimore county court.

The solicitors of Thomas Oliver, Charles Oliver, and Robert M. Gibbes, executors of Robert Oliver, and of John Glenn and D. M. Prince, trustees, parties interested in the said case, in behalf of said parties, except to all such parts of the deposition of John Nelson, a witness examined on the part of G. M. Gill, permanent trustee of Lyde Goodwin, taken on the 24th day of April, 1844, as states, first, what was a recital in a deed relative to the satisfaction of a claim by the house of De Frias & Co. of Havana or Matanzas, as also of the fact of the existence of said deed, without the production of said conveyance.

Second, to the statement of said witness of what Lyde Goodwin represented to witness to have been the object of his assigning to Robert Oliver his claim upon the Mexican Government; as also to what said Goodwin stated to witness was the object of the assignment of the debt of De Frias & Company; as also to what said Goodwin said he was entitled to in regard to either of said claims, because each of said declarations or statements of said Goodwin is hearsay, and on other grounds inadmissible evidence against the parties excepting.

REVERDY JOHNSON, *Solicitor for, &c.*

Baltimore, 5th June, 1844.

Papers marked J. C., No. 1, filed with the Auditor 27th Nov., 1842.

UNITED STATES OF AMERICA,
Department of State.

To all whom these presents shall come, greeting: I certify, that the copies of papers hereunto annexed were received at this Department on the 29th of November, 1841, from the Board of Commissioners under the convention with Mexico of the 11th of April, 1839.

[SEAL'S PLACE.] In testimony whereof I, Daniel Webster, Secretary of State of the United States, have hereunto subscribed my name, and caused the seal of the Department of State to be affixed.

Done at the city of Washington, this eighth day of December, A. D. 1841, and of the independence of the United States of America the sixty-sixth.

DANIEL WEBSTER.

This indenture of four parts, made this seventeenth day of March, in the year of our Lord one thousand eight hundred and twenty-five, between Dennis A. Smith, of Baltimore county, in the State of Maryland, of the first part; Job Smith, of the said county of Baltimore, of the second part; Philip E. Thomas and John White, both of the city of Baltimore, in the county aforesaid, of the third part; and the President, Directors, and Company of the Bank of the United States, and likewise the several other persons whose names are hereunto subscribed, and seals affixed, creditors of the said Dennis A. Smith, of the fourth or other part. Whereas the said Dennis A. Smith heretofore had and held a claim to a large amount against the Government and Republic of Mexico, which was by him assigned to the said Job Smith, the party of the second part to these presents; and whereas the said Dennis A. Smith hath proposed to his several creditors, who are parties to the fourth part hereto, and who hold claims against him, verified and admitted by his signature, to assign and transfer, or cause to be assigned and transferred, to the said parties hereto of the third part, in trust for all the said creditors, and to and for the uses and purposes hereinafter mentioned, the whole and entire claim which he hath or heretofore had and held against the said Government and Republic of Mexico as aforesaid, in full satisfaction of the claims of the said creditors, which they, the said creditors (except the President, Directors, and Company of the Bank of the United States) have agreed to accept, and to release the said Dennis A. Smith from all their said respective claims. Now, this indenture witnesseth, that for and in consideration of the above recited premises, and of the sum of five dollars lawful money, to the said parties hereto of the first and second parts paid by the parties of the third part to these presents, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, the said Dennis A. Smith and Job Smith have bargained and sold, assigned, transferred, set over, and confirmed, and by these presents do bargain and sell, assign, transfer, set over, and confirm, unto

the said Philip E. Thomas and John White, their executors and administrators, all the claims which the said Dennis A. Smith hath or had against the Republic of Mexico and the Government thereof; and all sums of money, or other effects which he was or is entitled to recover, obtain, or receive from the said Republic or Government, either in his own right, or as assignee of any other person or persons; to have and to hold, receive and take, the same unto the said Philip E. Thomas and John White, and the survivor of them, and the executors and administrators of the survivor forever. In trust and confidence, nevertheless, to, for, and upon the uses, and to the ends, intents, and purposes, expressed and declared in and by the agreement hereinafter contained, between the party of the first part, and such of the parties of the fourth part to these presents as have signed and sealed this deed, and to, for, or upon no other use, trust, intent, or purpose whatever. And this indenture further witnesseth, that for and in consideration of the foregoing assignment, and of the performance of the agreement hereinafter contained, on the part of the said party of the first part hereto, the said several creditors of the said Dennis A. Smith, they being the parties of the fourth part to these presents, and who have signed and sealed the same, have released, acquitted, and discharged, and by these presents do release, acquit, and forever discharge, the said Dennis A. Smith, his heirs, executors and administrators, of and from all and all manner of action and actions, suit and suits, claims and demands whatsoever, which against the said Dennis A. Smith they, the said creditors, parties of the fourth part hereto, and whose names and seals are hereto affixed, each and every or any of them now have, or heretofore had, for or on account, or by reason of any matter, dealing, transaction, or thing whatsoever; they, the said creditors who have executed these presents, hereby agreeing to rely solely on the avails of the foregoing assignment, according to its true intent and meaning, for satisfying and discharging their respective claims against the said Dennis A. Smith; provided, however, that the present release shall not operate to release any other person from any of the claims of the said parties of the fourth part hereto. And this indenture further witnesseth, that it has been and is hereby agreed, by and between the said Dennis A. Smith and the said parties hereto of the fourth part, in the manner following, that is to say—that the said Dennis A. Smith, as the agent of the said parties of the fourth part to these presents, shall and will, within one year next ensuing the day of the date hereof, proceed, at his own expense, to Mexico, and there use his best endeavors and influence to recover and obtain the claims hereby assigned in trust as aforesaid, and shall pay over to, or place in the hands of, the said trustees, parties of the third part hereto, or the survivor of them, or the legal representatives of the survivor, the one full moiety or equal half part of all such sum or sums of money, securities, or other effects, as he shall so obtain, after deducting from the gross amount all expenses other than personal expenses; such amount received, and amount of expenses, to be verified by the certificate of the American minister, or if no such minister, by the American consul at Mexico at

the time of receiving the proceeds of, or securities for said claims, which shall be admitted by such of the parties hereto of the fourth part as have signed and sealed this deed as satisfactory. And this indenture further witnesseth, that in consideration of the services so to be rendered by the said Dennis A. Smith, and the risk and expenses which he will incur, the several creditors, parties of the fourth part hereto, and who have executed these presents, have agreed, and do hereby agree, that the said Dennis A. Smith shall receive and retain to his own use, as a compensation, the other moiety or equal half part of the nett amount of what shall be obtained and received either by him, or by any other agent that may be hereafter appointed for that purpose, or by any other person or persons whomsoever, from, out, or in consequence of the claim hereby assigned as aforesaid: it being the true intent and meaning of these presents, that the one equal half part of the nett amount which shall be recovered, and actually obtained by the said Dennis A. Smith, or other person or persons, from the said Republic or Government of Mexico, from or out of the hereby assigned claims, shall be divided among the creditors of the said Dennis A. Smith, parties of the fourth part hereto, according to their respective claims, verified and admitted as aforesaid. And that the proportionate part or share of the President, Directors, and Company of the Bank of the United States therein, agreeably to the amount of their claim against the said Dennis A. Smith, shall be paid and delivered over to them, notwithstanding their refusal, omission, or neglect to sign and seal these presents, the partial security at present held by them for their aforesaid claim notwithstanding. And that the other moiety, or half part, shall be retained by, or paid to, the said Dennis A. Smith as aforesaid, for his own use. And it is further agreed, that all the several claims of the said parties of the fourth part hereto, verified and admitted as aforesaid, shall be placed in the hands of the said Philip E. Thomas and John White, trustees as aforesaid, for the purpose of showing the proportion to which each of the creditors shall be entitled, and to be delivered over to the said Dennis A. Smith. And lastly, it is hereby declared to be the true intent and meaning of these presents, and of the said parties hereunto, that the said trustees shall not, in any event, be bound to take any active measures for the recovery of the claims hereby assigned, nor shall they be accountable for any loss that may happen to the same, but accountable only for so much thereof as may be actually received by them, or come to their hands. In witness whereof the said Dennis A. Smith and Job Smith, parties hereto of the first and second parts, and also the several persons parties hereto of the fourth part, have hereunto subscribed their names, and affixed their seals, on the day and year first above written.

D. A. SMITH, [SEAL.]
J. SMITH, [SEAL.]

For the President and Directors of the Mechanics' Bank of Baltimore,

P. E. THOMAS, President, [SEAL.]
ROBERT OLIVER, [SEAL.]

ROZWELL L. COLT, [SEAL.]
JOHN PATTERSON, [SEAL.]
Wm. & James Brown & Co.,
JAMES BROWN, [SEAL.]
Clement Smith, by N. PRICE, his attorney, [SEAL.]
JAMES MOSHER, [SEAL.]
ALEX. BROWN & SONS, [SEAL.]
V. MAXEY, [SEAL.]
S. & J. NEVINS & CO., [SEAL.]
For the late firm of Humes & Lippencott,
JOSHUA LIPPENCOTT, [SEAL.]
JOHN C. SMITH,
RICH'D HARDING, [SEAL.]
A. H. LAWRENCE & CO., [SEAL.]
Of the house of A. H. Lawrence & Co.,
A. W. LAWRENCE & CO., [SEAL.]
Of the house of A. H. Lawrence & Co.

Signed, sealed, and delivered, by Dennis A. Smith and Job Smith, in the presence of—
SAMUEL FERNANDIS, WM. C. HUMES.

Signed, sealed, and delivered by R. Oliver, R. L. Colt, and J. Patterson, in the presence of—
R. CLANEY.

The President of the Mechanics' Bank, in the presence of—
S. HONEYWELL.

Wm. and James Brown & Co., by James Brown, in the presence of—
STEWART BROWN, JR.

[SEAL.] Witness to the signature and seal of N. Price,
WM. T. KILPATRICK.
As to J. Mosher,
WM. GWYNN.
As to Alexander Brown & Sons.
STEWART BROWN, JR.
As to S. & J. Nevins & Co.,
SAM. YARDLEY.
Witness to the signature of Humes & Lippencott,
B. W. RICHARDS,
JAMES NEVINS.
Witness to the signature of Richard Harding,
GEORGE FICHACK.
Witness to the signatures of A. H. Lawrence and A. W. Lawrence,
JACOB BRANTIGHAN.

Received, on the day of the date of the foregoing indenture, from Philip E. Thomas and John White, the parties of the third part there-

to, the sum of five dollars, lawful money, the consideration within expressed to be paid by them to us.

D. A. SMITH, J. SMITH.

Witness: SAMUEL FARNANDIS.

STATE OF MARYLAND, *City of Baltimore, sct.*

Be it remembered, and it is hereby certified, that on this twenty-eighth day of March, in the year of our Lord one thousand eight hundred and twenty-five, before the subscriber, Samuel Farnandis, notary public, by letters patent under the great seal of the State of Maryland, duly commissioned and qualified, residing in the city of Baltimore, aforesaid, personally appeared Dennis A. Smith and Job Smith, the parties of the first and second parts named in the foregoing indenture or instrument of writing, and do severally acknowledge the same to be their respective act and deed. In testimony whereof I have hereunto subscribed my name and affixed my notarial seal on the day and year aforesaid.

SAMUEL FARNANDIS, *Notary Public.*

STATE OF MARYLAND, *Baltimore city, to wit.*

I, Robert M. Welch, notary public, by letters patent under the great seal of the State of Maryland, commissioned and duly qualified, residing in the city of Baltimore, do hereby certify, attest, and make known, that the aforegoing is a true and correct copy of the original assignment, in trust from Dennis A. Smith and Job Smith to Philip E. Thomas and John White, of which it purports to be a copy, as exhibited to me the day of the date hereof.

In testimony whereof I, the said notary, have hereunto subscribed my name and affixed my notarial seal, this sixth day of May, in the year eighteen hundred and forty-one.

Signed, ROBERT M. WELCH,
Notary Public.

Whereas certain claims have been preferred before the Board of Commissioners under the convention of the eleventh day of April, eighteen hundred and thirty-nine, between the United States of America and the Mexican Republic, on behalf of the Mexican Company of Baltimore, of which company the undersigned are members, or the assignees of members thereof; and whereas Dennis A. Smith had also a certain claim or claims against said Mexican Republic, of which some of the undersigned are also assignees; and whereas it is desirable that the whole of said claims be vested in trustees, in order to receive and obtain such claims, and to distribute the same among the parties interested according to their respective rights and interests; and whereas John White, Philip E. Thomas, and the executors of Robert Oliver, deceased, are the assignees of the entire interest of said Dennis A. Smith in and to said claims, and David Hoffman, Benjamin C. Howard

Charles F. Mayer, and Robert S. Hollins, are the assignees of the interest of Hollins and McBlair in said claims; and whereas the executors of Robert Oliver are the assignees of the several interests of John Gooding, James Williams, and Lyde Goodwin; and whereas John Glenn and Edward Morgan are the assignees of the interest of Thomas Sheppard in and to said claims; and whereas John Sullivan is the surviving partner of Jeremiah Sullivan, and as such entitled to the interest of said Jeremiah Sullivan; and whereas Henry Schwartze is the assignee of Peter A. Guestier, who was the assignee of the interest of Descaves and Mercier in said claims: Now, know all men by these presents, that we, the said John White, Philip E. Thomas, and the executors of Robert Oliver, by David M. Perine, their attorney, Edward Morgan, John Glenn, David Hoffman, Benjamin C. Howard, Charles F. Mayer, and Robert S. Hollins, John Sullivan, and Henry Schwartze, have granted, bargained and sold, and do hereby grant, bargain, and sell, unto John Glenn and David M. Perine, above named, their executors, administrators, and assigns, all the right, title, and interest in and to all and every part of the claims aforesaid under said convention as aforesaid; to have and to hold the same to the said John Glenn and David M. Perine, and the survivor of them, and the executors, administrators, and assigns of such survivor, in trust to receive said claims, and all and every the proceeds thereof, and the same when received to deposite in the Mechanics' Bank of Baltimore, and there to remain until the same be divided and distributed according to the rights of the parties respectively claiming or to claim any part of the same.

In witness whereof we hereto set our hands and seals, this eighth day of May, in the year of our Lord one thousand eight hundred and forty-one.

CHARLES F. MAYER, [SEAL.]
ROBERT S. HOLLINS, [SEAL.]
JNO. SULLIVAN, [SEAL.]
H. SCHWARTZE, [SEAL.]
[SEAL.]
R. M. GIBBES, [SEAL.]
CHARLES OLIVER, [SEAL.]
THOMAS OLIVER, [SEAL.]
Executors of Robert Oliver.
By D. M. PERINE, *their att'y.* [SEAL.]
EDWARD MORGAN, [SEAL.]
J. GLENN, [SEAL.]
Assignees of Thomas Sheppard.
DAVID HOFFMAN, [SEAL.]
BENJ. C. HOWARD. [SEAL.]

Signed, sealed, and delivered in the presence of—
WILLIAM EICHELBERGER of J.,
JAMES S. WHITE.

UNITED STATES OF AMERICA,
State of Maryland, city of Baltimore, sct.

I, William Eichelberger of J., notary public, by letters patent under the great seal of the State of Maryland, commissioned and duly qualified, residing in the city of Baltimore, in the State of Maryland, do hereby certify, attest, and make known, that David M. Perine, attorney for the executors of Robert Oliver, deceased, Edward Morgan, John Glenn, David Hoffman, Benjamin C. Howard, Charles F. Mayer, and Robert S. Hollins, John Sullivan, and Henry Schwartze, all of the said city of Baltimore, personally appeared before me, and signed and sealed the aforegoing deed of trust, or instrument of writing, and severally acknowledged the same to be their respective act and deed. And the said David M. Perine also acknowledged the said deed of trust, or instrument of writing, to be the act and deed of Robert M. Gibbes, Thomas Oliver, and Charles Oliver, the executors of the said Robert Oliver, deceased. And I do hereby further certify, attest, and make known, that of my own knowledge I am satisfied that David M. Perine, Edward Morgan, John Glenn, David Hoffman, Benjamin C. Howard, Charles F. Mayer, Robert S. Hollins, John Sullivan, and Henry Schwartze, who have executed and acknowledged the foregoing deed of trust or instrument of writing, are the persons named and described as and professing to be parties therein.

In testimony whereof I, the said notary, have hereunto set my hand and affixed my notarial seal, the eighth day of May, eighteen [SEAL.] hundred and forty-one, and of the independence of the United States the sixty-fifth.

Signed, WILLIAM EICHELBERGER of J.,
Notary Public.

It is agreed that the award of the commissioners to adjust claims on Mexico, upon the claims of Dennis A. Smith, may be as follows: one-half of the private claim of Dennis A. Smith, and one-half of his interest in the Mexican Company of Baltimore, which said one-half is one-ninth of the said company's claim, be awarded to Philip E. Thomas and John White, trustees for whom it may concern; and the other half of the private claim of said Dennis A. Smith to David M. Perine and John Glenn, representatives of the executors of Robert Oliver, deceased, who was the assignee of Dennis A. Smith; and the other half of the interest of said Smith above mentioned in the Mexican Company of Baltimore, or one-ninth of the said company's claim, to the said David M. Perine and John Glenn, trustees for whom it may concern.

In testimony whereof the said Thomas, White, Perine, and Glenn, have hereto set their hands and seals, this tenth day of May, anno domini 1841.

P. E. THOMAS, [SEAL.]
JOHN WHITE, [SEAL.]
D. M. PERINE, [SEAL.]
JOHN GLENN, [SEAL.]
Trustees.

Witness: SAM'L BRADY.

UNITED STATES OF AMERICA,
State of Maryland, city of Baltimore, silicet.

Be it remembered, that on this tenth day of May, anno domini one thousand eight hundred and forty-one, before me, the subscriber, Samuel Brady, mayor of the city of Baltimore aforesaid, personally appeared Philip E. Thomas, John White, David M. Perine, and John Glenn, who, I am satisfied of my own personal knowledge, are the persons named in the within agreement, and severally acknowledged the said agreement to be their act and deed for the purposes therein set forth.

In testimony whereof I, Samuel Brady, mayor as aforesaid, have hereto set my hand and caused the corporate seal of the city of Baltimore to be hereto affixed, the day and year above written.

Signed, SAML. BRADY,
Mayor of Baltimore city.

To accompany the foregoing are the deed to Philip E. Thomas and John White, of March 17th, 1825, which contains their title; the deed of May 8th, 1841, to David M. Perine and John Glenn, constituting them trustees, which conveys eight-ninths of the Mexican Company of Baltimore's claim, including the one-ninth already mentioned in the aforegoing agreement, and the remaining half of Dennis A. Smith's private claim; also the certificate of the register of wills for Baltimore county, showing that Robert M. Gibbes, Charles Oliver, and Thomas Oliver, are the executors of Robert Oliver, deceased; also a power of attorney of said executors to David M. Perine to act for them.

UNITED STATES OF AMERICA,
State of Maryland, to wit.

Know all men by these presents, that we, the undersigned, have made, ordained, authorized, constituted, and appointed, and by these presents do make, ordain, authorize, constitute, and appoint, Robert Oliver, esquire, of the city of Baltimore, merchant, our true and lawful attorney, for us, in our names, or otherwise, to claim, solicit payment of, and receive of and from the Government of Mexico, or of and from any council, minister, tribunal, or other authorities, or officer or officers of that Government, and of and from all other persons whom it doth, shall, or may concern, all and every sum and sums of money, or other equivalent therefor, which now is or are, or hereafter may be, awarded to a company of merchants, known by the name of the Mexican Company of Baltimore, for and on account of certain supplies of money, goods, effects, and merchandise, furnished by said Mexican Company of Baltimore to General Xavier Mina, commander of an expedition which sailed from the port of Baltimore in the year one thousand eight hundred and sixteen, for Mexico, to aid in the emancipation of that country from the Government of Spain; and the better to enable our said attorney the more effectually to execute the above purposes, we, the said undersigned, hereby authorize and empower our said attorney to make and present to said Government of Mexico, councils, ministers, tribunals, or other authorities, or officer or officers of said

Government, any memorial or memorials, petition or petitions, remonstrance or remonstrances, relative to said claim, as he may think proper; and in case of need, to use and take all lawful ways and means to recover and receive the sum or sums of money herein before mentioned, and for what may be received, in due form of law, to execute and deliver requisite and sufficient receipts, releases and acquittances, and to compound, compromise, conclude, and agree for the same, by arbitration or otherwise, as our said attorney shall think fit and most beneficial; with power, also, an attorney or attorneys under him for the purpose aforesaid to make and substitute, and again at pleasure to revoke, and generally in about the premises to do, execute, and perform all and whatsoever the said constituents might or could do by being personally present, as fully and effectually, to all intents and purposes; hereby ratifying and confirming all and whatsoever our said attorney, or his substitute or substitutes, shall or may lawfully do or cause to be done by virtue hereof.

And we, the said undersigned, do by these presents hereby revoke, annul, and countermand, and to all intents and purposes make null, void, and of none effect, a letter of attorney heretofore granted to Dennis A. Smith and General James Wilkinson, and all powers and authorities therein and thereby made, granted, and given to said Dennis A. Smith and General James Wilkinson, in and about our said claim upon the Government of Mexico aforesaid. In witness whereof we have hereunto set our hands and seals, the twenty-second day of March, in the year of our Lord one thousand eight hundred and twenty-five.

JNO. SULLIVAN, [SEAL.]
Surviving partner of the firm of Jere. & John Sullivan.

GEO. WINCHESTER, [SEAL.]
Assignee of J. Williams.

GEO. WINCHESTER, [SEAL.]
Trustee of J. Gooding.

CHARLES F. MAYER, [SEAL.]
One of the trustees of John Hollins, Michael McBlair, and John Smith Hollins, for self and his co-trustees David Hoffman, Benjamin C. Howard and Robert S. Hollins.

DAVID HOFFMAN, [SEAL.]
One of the trustees of Hollins & McBlair aforesaid.

JOHN GLENN, [SEAL.]
One of the assignees of Thomas Sheppard.

EDWARD MORGAN, [SEAL.]
One of the assignees of Thomas Sheppard.

ROBERT S. HOLLINS, [SEAL.]
One of the trustees of Hollins & McBlair.

H. SCHWARTZE, [SEAL.]
Assignee of P. A. Guestier, assignee of Descaves & Mercier.

LYDE GOODWIN, [SEAL.]

BENJ. C. HOWARD, [SEAL.]
One of the trustees of Hollins and McBlair.

Signed, sealed, and delivered in the presence of—
JNO. GILL, *Notary Public.*
ROBERT H. LOWRY.

UNITED STATES OF AMERICA,
State of Maryland, to wit.

Be it known, that on the twenty-second day of March, one thousand eight hundred and twenty-five, before me, John Gill, notary public, by letters patent under the great seal of the State of Maryland, commissioned and duly qualified, residing in the city of Baltimore, in the State aforesaid, personally appeared John Sullivan, surviving partner of the firm of Jere. & John Sullivan, to me, notary, known as such; George Winchester, assignee of James Williams, to me, notary, known as such; George Winchester, trustee of John Gooding, to me, notary, known as such; Charles F. Mayer, one of the trustees of John Hollins, Michael McBlair, and John Smith Hollins, to me, notary, known as such; David Hoffman, one of the trustees of Hollins and McBlair, to me, notary, known as such; John Glenn, one of the assignees of Thomas Sheppard, to me, notary, known as such; Edward Morgan, one of the assignees of Thomas Sheppard, to me, notary, known as such; Robert S. Hollins, one of the trustees of Hollins & McBlair, to me, notary, known as such; H. Schwartze, assignee of P. A. Guestier, assignee of Descaves & Mercier, to me, notary, known as such; Lyde Goodwin, and Benjamin C. Howard, one of the trustees of Hollins & McBlair, to me, notary, known as such, and severally acknowledged the preceding letter of attorney to be their act and deed for the uses and purposes therein mentioned.

In testimony whereof I have hereunto set my hand and affixed my seal notarial, the day and year first above written.

JOHN GILL, *Notary Public.*

Know all men by these presents, that I, Robert Oliver of Baltimore, attorney named in the foregoing letter of attorney from John Sullivan, and others, to me, do hereby substitute and appoint John Mason, junior, esquire, of Georgetown, District of Columbia, and Dennis A. Smith, esquire, of Baltimore, about to proceed to Mexico jointly, and in the event of the decease of either of them, then the survivor of them, attorneys under me, to do and perform all and singular, the several acts, matters, and things which I am authorized to do by virtue of said foregoing letter of attorney; and do all lawful acts requisite for effecting the premises, hereby ratifying and confirming all that my said substitutes shall do by virtue thereof.

In witness whereof I have hereunto set my hand and affixed my seal, the twenty-fourth day of March, in the year of our Lord one thousand eight hundred and twenty-five.

ROBERT OLIVER. [SEAL.]

Signed, sealed, and delivered, in the presence of—
ROZWELL L. COLT,
JNO. GILL, *Notary Public.*

2814.

UNITED STATES OF AMERICA, *State of Maryland, to wit.*

Be it known, that on the twenty-fourth day of March, one thousand eight hundred and twenty-five, before me, John Gill, notary public, dwelling in the city of Baltimore, in the State aforesaid, came Robert Oliver, party to the within letter of substitution, and acknowledged the same to be his act and deed.

In testimony whereof I have hereunto set my hand and affixed my notarial seal, the day and year aforesaid.

JNO. GILL, *Notary Public.*

STATE OF MARYLAND, *to wit.*

I, Thomas Culbreth, clerk of the Executive Council of the said State, do hereby certify, that John Gill, esquire, whose name is subscribed to the aforegoing certificates, was at the time of signing the same, and now is, one of the notaries public of the city of Baltimore, duly commissioned and authorized, and that to all acts done by him in that capacity full faith and credit are and ought to be given.

In testimony whereof I have hereunto set my hand this twenty-sixth day of March, in the year of our Lord one thousand eight hundred and twenty-five.

THOS. CULBRETH, *Cl'k.*

MARYLAND, *sct.*

In testimony that Thomas Culbreth is clerk of the Executive Council of the State of Maryland, I have hereto set my hand and affixed the great seal of the said State, this twenty-sixth day of March, in the year of our Lord one thousand eight hundred and twenty-five.

RAMSAY WATERS, *Reg. Cur. Can.*

To all to whom these presents shall come, greeting: I certify that Thomas Culbreth, whose name is subscribed to the annexed document, is, and was at the time of signing the same, clerk of the Executive Council of Maryland, and that Ramsay Waters, whose name is also signed to the said document, is, and was at the time of signing the same, register of the court of chancery of Maryland, duly appointed and commissioned, and that full faith is due to all their acts as such.

In testimony whereof I, Henry Clay, Secretary of State of the United States, have hereunto subscribed my name, and caused the seal of the Department of State to be affixed.

Done at the city of Washington, this thirtieth day of March, A. D. 1825, and of the independence of the United States of America the forty-ninth.

Signed, H. CLAY.

THE STATE of MARYLAND, *Baltimore county, sc.*

The subscriber, register of wills for Baltimore county, doth hereby certify, that [it] appears by the records in his office that letters of administration of all the goods, chattels, and credits of Robert Oliver, deceased,

was on the tenth day of June, in the year of our Lord one thousand eight hundred and thirty-five, granted and committed unto Robert M. Gibbes, Charles Oliver, and Thomas Oliver, the executors by the last will and testament of the said deceased appointed.

In testimony whereof I hereunto subscribe my name, and affix the seal of my office, this 5th day of April, in the year of our Lord eighteen hundred and forty-one.

Test, Signed, D. M. PERINE,
Register of Wills for Baltimore county.

MARYLAND, *sct.*

I, William Baker, presiding justice of the orphans' court for Baltimore county, in the State aforesaid, do certify, that the aforegoing attestation of D. M. Perine, register of wills for said county, is in due form and by the proper officer.

Given from under my hand, at the city of Baltimore, this 5th day of April, in the year of our Lord one thousand eight hundred and forty-one.

WM. BAKER.

BOARD OF COMMISSIONERS CLAIMS ON MEXICO,
Nov. 26th, 1841.

The undersigned, secretaries of the above board, certify, that the aforegoing are true copies from original papers now on file in the office of said board.

Given under our hands and the seals of the respective commissioners at Washington, on the day and year aforementioned.

(Seal.) ALEX' DIMITRY,
(Seal.) LUCAS DE PALACIO Y.

Paper marked J. C., No. 2, filed with the Auditor 27 Nov., 1843.

Convention with Mexico.—The commissioners appointed on the part of the United States under the law of Congress to carry into effect the convention with the Mexican Republic, on the 11th day of April, 1819, having met at the city of Washington, prepared to enter, in conjunction with the commissioners of that Republic, upon the duties of their commission, but the latter not having arrived, have concluded to adjourn until the 17th day of August next, when, if the Mexican commissioners shall attend, the board will organize and proceed to business; claimants in the mean time will forward their claims and documentary evidence to the Department of State.

By order of the American commissioners.

ALEX. DIMITRY, *Secretary.*

The above notice was published in the Globe of the 31st July, 1840, and is embodied in the report of the American commissioners to the Secretary of State, after the termination of the commission, which report (original) was sent to the Senate by the President, in answer to

a resolution of that body. See Senate documents, No. 320, page 209, 2d session of the 27th Congress.

Papers marked J. C., No. 3, filed with the Auditor 27th Nov., 1843, by the executors of Robert Oliver and the Mechanics' Bank.

UNITED STATES OF AMERICA, *Department* (Eagle) *of State.*

To all to whom these presents shall come, greeting: I certify, that the annexed is a true copy of a notice published by this Department in the Globe of the 16th of April, 1840.

In testimony whereof I, A. P. Upshur, Secretary of State of the United States, have hereunto subscribed my name, and caused the seal of the Department of State to be affixed.

[SEAL'S PLACE.]

Done at the city of Washington, this fourteenth day of November, A. D. 1843, and of the independence of the United States of America in the sixty-eighth.

A. P. UPSHUR.

OFFICIAL.

DEPARTMENT OF STATE, *Washington, April 15th*, 1840.

Claimants upon the Government of the Mexican Republic, whose cases, asking for the interposition of the Government of the United States, may have been presented to this Department, or to the diplomatic agent of the United States at Mexico, prior to the 11th of April, 1839, are hereby notified, that, pursuant to a convention between the two Governments of that date, a joint commission to hear and decide upon the said claims will meet in this city within three months from the 7th instant.

Papers marked J. C., No. 4, produced and filed with the Auditor, the 27th Nov., 1843, by the executors of Robert Oliver and the Mechanics' Bank of Baltimore.

UNITED STATES OF AMERICA, *Department of State.*

To all to whom these presents shall come, greeting: I certify, that the annexed are true extracts from the minutes of the proceedings of the mixed commission, under the act of Congress to carry into effect the convention with the Mexican Republic of the 11th of April, 1839, filed in the Department of State.

In testimony whereof I, A. P. Upshur, Secretary of State of the United States, have hereunto subscribed my name, and caused the seal of the Department of State to be affixed.

[SEAL'S PLACE.]

Done at the city of Washington, this fourteenth day of November, A. D. 1843, and of the independence of the United States of America the sixty-eighth.

A. P. UPSHUR.

"The secretaries, in compliance with the directions of the board, herewith number and enter the rules which have been adopted:

1st. The board will commence its session at 10 A. M., and sit till 3 P. M., and will designate in the minute of each adjournment the day when it will meet again. 2d. If it should so happen that a meeting of the board should not be formed at the time to which it shall have adjourned, those present, or any one in the absence of the others, shall specify the time of the next meeting thereof, selecting the earliest period at which there is a prospect of forming a board. 3d. The position of the members of the board in relation to each other, during the session, shall be selected by themselves, with an eye to their ease and convenience, without indicating any inequality, the slightest, between them, they considering themselves personally equal in their functional character, and so of their secretaries. 4th. Any member of the board may ask that the vote be taken upon any question submitted to it, and at the request of any one of the members of the board, the names of those voting in the affirmative, and in the negative, will be placed upon the minutes. The provision in the preceding paragraph is to be understood on a previous declaration of the board that the business has been sufficiently discussed; which declaration, in the manner mentioned, any one of the members may move. 5th. The secretaries will proceed to form an index, in alphabetical order, of all the claims that have been transmitted to the board from the Department of State.—Approved

LUCAS DE PALACIO Y. MAGAROLA.

ALEX. DIMITRY, *Sec'y*."

"Resolved, That whatever written explanations, documents, or petitions, the claimants or their agents may desire to present to the board, in support of the justice of the claims which are submitted to its investigation, will be received and considered, coming to the board through the Department of State."

"On motion of the Mexican commissioners, it was unanimously resolved, that whatever paper, explanation, or petition, the claimants or their agents may have to present, as heretofore indicated to the board, be hereafter sent in both the English and Spanish languages."

"In consideration of the failure on the part of the claimants to bring about their business for examination, it was unanimously agreed, that the secretaries give notice of the resolutions of the 22d and 23d of December ultimo, through the columns of suitable newspapers."

"Resolved, That every decision of the board, on any one of the claims, made in accordance with the requirements of the 5th article of the convention of the 11th of April, 1839, shall be signed and sealed by the commissioners on the book of record of the proceedings; that the secretaries shall have two copies made in the English and Spanish languages of said decision, which they shall certify with the seal of the respective commissions; and that the said secretaries are directed to transmit these two copies, accompanied by a respectful note, to the

respective Governments of the United States and of Mexico, for their information, and for the purposes designated by the convention."

"Resolved, That after an informal conference upon any claim shall have been concluded, if there shall be a difference of opinion, which makes it necessary to send the case to the umpire, the commissioners holding adverse opinions shall make out a succinct statement of the facts of the case, and the points arising therefrom, and deliver the same to the commissioners entertaining different views. The points of difference and the discussions in the arguments submitted to the umpire, shall be confined to the points interchanged, and to the facts referred to, and substantially set forth in the succinct statement."

"*Sitting of Thursday, 10th June*, 1841.—The board met. Present, Messrs. Marcy, Rowan, Castillo, and Velazquez. The foregoing minutes having been read and approved, Mr. Marcy, in the prosecution of the informal discussion moved yesterday by Mr. Castillo, submitted the following to the board:

Claims on Mexico.

Notice is hereby given to all persons having claims upon the Republic of Mexico, which were submitted by the convention of the 11th April, 1839, to the mixed commission now sitting in the city of Washington, that more than half of the time limited by the said convention for the session of the said commission has already expired, and that it will close its labors within nine months from this date; yet, not one-half of the claims which it was organized to adjust have been prepared for its consideration. In consequence of a want of prepared cases the business of the board has been delayed. Claimants are, therefore, hereby urged to complete the preparation of their cases with the least possible delay, to the end that the commission may be enabled to accomplish the objects for which it was instituted.

By order of the board of commissioners.

The foregoing having been unanimously approved, after an exchange of opinion thereon, the following resolution moved by the said commissioner, was also unanimously adopted in these words, to wit:

Resolved, that the foregoing notice be forthwith published in the cities of Washington, Boston, New York, Philadelphia, Baltimore, Charleston, and New Orleans, for two weeks successively, three times in each week, in suitable papers in each place."

"*Sitting of Monday, January 10th*, 1842.

The board met. Present, Messrs. Marcy, Brackenridge, Castillo, and Velazquez. Upon the members of the board coming to order, Mr. Marcy presented the following preamble and resolution, which were unanimously adopted: Whereas this board, with a view to prevent delay, and save expense in the proceedings thereof, agreed (having the assent of the umpire) to hand him in those cases wherein the members might have differed, and a reference thereof be made to him, the origi-

nal documents in such cases, instead of certified copies thereof, for his use, the same to be returned to the said board; reserving, however, to him access in future to them should he require it; therefore, resolved, that in pursuance of such arrangement the umpire is entitled to, and the board hereby agree, that he shall have the temporary use of any of the original papers, proofs, and documents, which have been submitted to him in any case, accompanying the reports or arguments on the points of difference between the commissioners, and returned to the board, or such certified copies thereof as he may request to have furnished to him; and, therefore, the secretaries were instructed to transmit a certified copy of the above to the umpire under the convention."

"Resolved, that the secretaries be authorized to transmit to the Department of State of the United States, with reference to an index, the papers which have remained on the files of the board unpresented and unexamined, being the remainder of the papers transmitted to said board by said Department on the 26th of August, 1840."

Papers marked J. C., No. 5. Produced and filed with the auditor by the executors of Robert Oliver and the Mechanics' Bank, the 5th July, 1844.

UNITED STATES OF AMERICA, *Department of State.*

To all to whom these presents shall come, greeting: I certify, that the annexed are true copies of papers deposited in this Department, in compliance with the sixth section of an act of Congress, entitled "an act to carry into effect a convention between the United States and the Mexican Republic." Approved June 12th, 1840.

In testimony whereof I, John C. Calhoun, Secretary of State of the United States, have hereunto subscribed my name, and caused the seal of the Department of State to [SEAL'S PLACE.] be affixed. Done at the city of Washington, this third day of July, A. D. 1844, and of the independence of the United States of America the sixty-eighth.

J. C. CALHOUN.

UNITED STATES OF AMERICA,
State of Maryland, to wit.

I, Henry S. Sanderson, notary public, by letters patent under the great seal of the State of Maryland, commissioned and duly qualified; residing in the city of Baltimore, in the State aforesaid, do hereby certify, attest, and make known, that on this 8th day of May, in the year eighteen hundred and forty-one, personally appeared Lyde Goodwin, of the city of Baltimore, and made oath on the holy evangely of Almighty God, that at the time the expedition under General Mina was projected in the city of Baltimore for the aid of the Republic of Mexico, he, deponent, was one of the original parties of the Mexican Company of Baltimore, which company was formed for the purpose of assisting Genl. Mina as aforesaid, which expedition was fitted out under the immediate superintendence and direction of the deponent. That

afterwards, and many years before the decease of Robert Oliver, who died in December, eighteen hundred and thirty-four, the deponent assigned and made over to the said Robert Oliver, all his right, title, and interest, of every kind whatever, in the said claim on the Government of Mexico, for supplies furnished and advances made to said Gen'l Mina, or the proceeds thereof. The deponent being, therefore, well acquainted with the circumstances under which the supplies were furnished Gen'l Mina as aforesaid, and having many years since parted with his interest in said claim, as above stated, deposes and says: That under the circumstances at the time the expedition under Gen'l Mina was projected in the city of Baltimore, the one hundred per cent. charged was considered by the owners of it, and by this community, as far below a reasonable compensation, besides the risk of failure, (which actually happened by the capture and death of General Mina.) The expedition had to encounter the risk of capture at sea by the Spanish squadron, which was respectable in number and efficiency, and which rendezvoused at Havana, directly in the path of the vessels on their way, deponent thinks, to Metamoras, or its neighborhood; so great was considered the sea risk that no insurance at any rate of premium could have been effected on it in this country. There was likewise another very great risk to be encountered, namely, the uncertainty of the success of the patriots of Mexico in the vital struggle for liberty in which they were engaged. Indeed, at the present time of caution and prudence, the deponent looks back to the period of the undertaking with astonishment, and can only account for the zeal and energy with which it was prosecuted, surrounded as it was by so many perils, by the respect and sympathy felt for the gallant chief, and the desire to promote the cause of human rights and civil liberty for which the Mexicans were contending; so far, deponent repeats, was the 100 p. ct. from being a reasonable remuneration, even if the expedition had been eminently and immediately successful, that it was thought by all who had any knowledge of it as altogether inadequate to the danger incurred for the loss of credit which it certainly produced in the more discreet portion of our business men, and the length of time which must necessarily have elapsed before the parties could expect to be paid. General Mina and Doctor Mier both thought it moderate, and did not for one moment hesitate to acceed to it.

It is a custom so universally known, and so unhesitatingly admitted and acted on in all commercial transactions—that the profit is to be in proportion to the risk—that deponent does not consider it necessary to say any thing upon this subject. A reference to several mercantile houses of this city will show that similar expeditions to Buenos Ayres and Chili, about the same time, were made on terms certainly not more, if as advantageous to the patriots of those countries. And in the particular case to which deponent has now had his attention called, he thinks he has furnished enough to satisfy any disinterested mind of the justice of the demand now made for the fulfilment of the contract referred to. And the said Lyde Goodwin further deposes and says, that the invoices and accounts of the expedition under General Mina were signed by the

General and delivered to Captain Boyle, commanded of the brig Calypso, and were copied into the ledger kept by Mr. George Menk, deponent's clerk, under deponent's directions. At the close of these copies the words were placed, "signed Xavier Mina." After this was done, it was on better reflection thought advisable to make these copies duplicates instead of copies, and the words "signed Xavier Mina" were scratched out, and General Mina signed such accounts in the ledger with his own proper handwriting, in the presence of deponent. The reason of this change was the fear that the original, given to Captain Boyle, signed by General Mina, might be lost; and the event showed the propriety of this precaution, because, with every exertion which it has been possible to use, the papers furnished Captain Boyle have never been found. L. GOODWIN.

Of which an act having been of me requested, I have granted these presents, to serve and avail as need and occasion may require.

In testimony whereof the said deponent hath hereunto subscribed his name, and I, the said notary, have hereunto set my hand and affixed my notarial seal, the eighth day of May, in the year of our Lord one thousand eight hundred and forty-one.

[NOTARIAL SEAL.]

H. S. SANDERSON, *Notary Public.*

Filed 2d May, 1842.

I hereby, by virtue of the power and authority in me vested as trustee of the estate of Lyde Goodwin, of the city of Baltimore, merchant, transfer, set over, and assign to Robert Oliver, of said city, one share, or one undivided ninth part of a claim of the "Baltimore Mexican Company" on the Government of Mexico, for supplies furnished to General Xavier Mina, commander of an expedition which sailed from this port in the year 1816, to the aid of the Republic of Mexico, belonging to the estate of said Lyde Goodwin, and will execute any other instrument of writing which the said Robert Oliver may require, for the more effectual security to him of said share. GEO. I. BROWN,

Baltimore, March 21st, 1845. *Trustee of Lyde Goodwin.*

Witness,

JAMES M. BURN.

UNITED STATES OF AMERICA,

State of Maryland, to wit.

I, William Eichelberger of J., notary public, commissioned and duly qualified, residing in the city of Baltimore, State aforesaid, do hereby certify, attest, and make known, that I have carefully compared the above copy with the original instrument of writing, produced before me this day, and find the said copy to agree in all respects with the said original instrument, and to be a true and perfect copy of the same.

In testimony whereof I, the said notary, have hereunto set my hand and affixed my notarial seal, this eighth day of May, eighteen hundred and forty-one.

[SEAL.]

WILLIAM EICHELBERGER of J.,
Notary Public.

UNITED STATES OF AMERICA,
State of Maryland, to wit.

I, William Eichelberger of J., notary public, commissioned and duly qualified, residing in the city of Baltimore, do certify, that I was intimately acquainted with George I. Brown, *who* signature is attached to the original instrument of writing, of which the within is a copy; that I have often seen the said George I. Brown write, and know the said signature to be in the true and proper handwriting of the said George I. Brown.

In testimony whereof I, the said notary, have hereunto set my hand and affixed my seal notarial, the eighth day of May, in the year eighteen hundred and forty-one.
[NOTARIAL SEAL.]

WILLIAM EICHELBERGER of J.,
Notary Public.

Receipt marked R. O., No. 1, filed with Auditor, 12th Dec., 1843.

Received, Baltimore, February 15th, 1825, of Robert Oliver, five hundred dollars on account of a share of the Mexican company's claim on the Mexican Government for supplies furnished to General Mina in 1816, which share is transferred to him.

LYDE GOODWIN.

Receipt marked R. O., No. 2, filed with Auditor, 12th Dec., 1843.

Baltimore, March 24, 1825, received of Rob't Oliver, esq., five hundred dollars on account of my interest in the Mexican company's claim on Mexico. LYDE GOODWIN.

Letter marked R. O., No. 3, filed with Auditor, 12th Dec., 1843.

DEAR SIR: Being interrupted on the day I had the pleasure of conversing with you relative to the "Mina claim," I was prevented from explaining fully my wishes. The claim having been recognised by the Government of Mexico, the only obstacle to its final and speedy adjustment has been the want of a minister from this country. I have information from high authority that Mr. Poinsett will be (if not already) nominated for that station by Mr. Monroe. This gentleman is intimately acquainted with the nature of our claim, and in an interview I had with him last winter, told me that nothing was wanting but the presence of an U. S. minister to ensure its speedy liquidation. The amount of my original proportion of the claim, exclusive of interest, is twenty thousand dollars. The agents for the company are George Winchester and myself, through whose hands alone the amount recovered must pass. General Wilkinson has hitherto been charged with the prosecution of our claim, but the company have only been waiting for the appointment of a minister to transfer the powers of attorney to Mr. John Mason, the secretary of legation. My object in proposing to assign to you my interest therein, is, first, to secure to you the sum I already owe you; and, secondly, to obtain barely the means of support for the

present. I am at this moment absolutely destitute of many indispensable articles of family requirements, and owe a few hundred dollars, the demands for which are so pressing on me as to make my office hateful, and life itself almost a burthen to me. If you think there is a reasonable prospect of recovering this money, I hope and believe you will accede to my proposition: the additional sum that I would require shall not exceed two thousand dollars, ($2,000.) I feel confident that the business is now in such a train that, under the auspices of our minister to that country, it will be finally adjusted before the close of this year. I am, d. sir, most faithfully, your ob't s'v't,

LYDE GOODWIN.

Balto. Jan'y 11th, 1825.

ROBERT OLIVER, ESQ.

Letter marked R. O., No. 4, filed with Auditor by the executors of Robert Oliver, 12th December, 1843.

MY DEAR SIR: I called this morning (but was not fortunate enough to find you in your office) for the purpose of expressing to you my acknowledgments for having shown to Mr. Goodwin the assignment, and of saying that I am quite satisfied, from his representation of its contents, that there is no foundation for a claim against Mr. Oliver's estate.

Respectfully, &c., JOHN NELSON.

R. M. GIBBES, esq.

March 28th, 1837.

Letter marked R. O., No. 5, filed with Auditor by the executors of Robert Oliver.

BALTIMORE, *March 27th*, 1837.

R. M. GIBBES, esq., *executor R. Oliver.*

SIR: I have been applied to by Mr. Goodwin and his trustee to investigate a claim that they suppose to exist against the estate of the late Robert Oliver, and which upon the face of the papers seems to be well founded. I understand that Mr. Oliver's representatives set up in defence an assignment which it is alleged extinguishes the claim. Of the execution of this assignment Mr. Goodwin has no recollection, and it is surely but reasonable that he should be satisfied of its existence and extent. Under this impression, and with a view to avoid inconvenience to all parties, I applied some weeks since to Mr. Meredith, asking that I might see the assignment, and assuring him that if it professed to transfer the claim against Frias & Co., or Mervin, as well as against Mexico, the claim on our part would be relinquished. Mr. Meredith declined to gratify my request. As a resort to legal and equitable process must necessarily expose all parties to costs, and as there can be no good reason that I can imagine why the examination of a paper should be refused, of which it is in the power of the claimant to enforce the production, I ask leave again respectfully to invite your attention to this subject, and to say that I have a decided repugnance to the institution of

unnecessary suits, and that if the paper upon which you rely be shewn to me, and proves to be such as you suppose, all further proceedings will be abandoned. If it be withheld, the only alternative left to Mr. Goodwin's trustee will be to coerce its exhibition, when it is due to frankness to apprize you, I shall make such use of your refusal to produce it as I may under the circumstances consider to be proper.

I am, very respectfully, sir, your obedient servant,

JOHN NELSON.

Check marked R. O., No. 6, filed by the executors of Robert Oliver with Auditor, 12th December, 1843.

No. 39. BALTIMORE, *15th February*, 1825.

OFFICE OF DISCOUNT AND DEPOSIT.

Pay to L. Goodwin, or bearer, five hundred dollars and cents.

ROBERT OLIVER.

500 Dolls. cents.

Check marked R. O., No. 7, filed by the executors of Robert Oliver with Auditor, 12th December, 1843.

No. 81. BALTIMORE, *24th March*, 1825.

OFFICE OF DISCOUNT AND DEPOSIT.

Pay to Lyde Goodwin, or bearer, five hundred dollars and cents.

ROBERT OLIVER.

500 Dolls. cents.

Check marked R. O., No. 8, filed by the executors of Robert Oliver with Auditor, 12th December, 1843.

No. 99. BALTIMORE, *13th April*, 1825.

OFFICE OF DISCOUNT AND DEPOSIT.

Pay to L. Goodwin, or bearer, five hundred dollars and cents.

ROBERT OLIVER.

500 Dolls. cents.

Check marked R. O., No. 9, filed by the executors of Robert Oliver with Auditor, 12th December, 1843.

No. 146. BALTIMORE, *1st June*, 1825.

OFFICE OF DISCOUNT AND DEPOSIT.

Pay to Lyde Goodwin, or bearer, five hundred dollars and cents.

ROBERT OLIVER.

500 Dolls. cents.

Affidavit marked G. M. G., No. 1, filed by George M. Gill with Auditor, 29th November, 1843.

STATE OF MARYLAND, *city of Baltimore, sct.*

On this 13th day of November, in the year eighteen hundred and forty-three, personally appeared before the subscriber, a justice of the

peace of the State of Maryland, in and for the city of Baltimore, George M. Gill, and made oath on the holy evangely of Almighty God, that he had no knowledge that Lyde Goodwin (of whom he, the said George M. Gill, is the permanent trustee) was a member of the Mexican company, or was in any way interested in the treaty between the Government of Mexico and the Government of the United States of America, until long after the award made by the commissioners appointed by the said Governments was agreed upon and passed, nor until a very short time before the filing of petitions by this deponent in Baltimore county court, sitting as a court of equity in the case of John White and Philip E. Thomas, against Dennis A. Smith and others; and that as soon as this deponent was advised of the circumstances mentioned and set forth in the said petitions, he employed counsel and directed the said petitions to be drawn and filed, and the claims therein set forth to be made; and that he, this deponent, verily believes the matters, facts, and things set forth in the said petitions to be just and true, as therein stated and set forth.

JOHN W. PEALE.

Proceedings in the case of Lyde Gooding, marked G. M. G., No. 2, filed by George M. Gill with the Auditor, 29th November, 1843. (See exhibit No. 1, referred to in the answer of David M. Perine and John Glenn, to the petition of George M. Gill, permanent trustee of Lyde Goodwin, on pages 32, &c., of MS. record.)

Deed of trust, marked G. P. S., No. 1, filed with Auditor by James W. McCulloh, 12th December, 1843.

George P. Stevenson's deed [of] trust to James W. McCulloh.

This indenture, made this third day of October, in the year of our Lord one thousand eight hundred and sixteen, between George P. Stevenson, of the city of Baltimore, in the State of Maryland, merchant, of the one part, and James W. McCulloh and John Hollins, of the same place, merchants, of the other part, witnesseth: That for and in consideration of the trust and confidence in them, the said James W. McCulloh and John Hollins, reposed, and hereinafter particularly set forth; and also for and in consideration of the sum of five dollars, lawful money, to the said George P. Stevenson in hand paid by the said James W. McCulloh and John Hollins, at or before the sealing and delivery of these presents, the receipt whereof the said George P. Stevenson doth hereby acknowledge, the said George P. Stevenson hath granted, bargained, sold, aliened, and conveyed, assigned, transferred, and made over, and by these presents doth grant, bargain, sell, alien, and convey, assign, transfer, and make over, unto the said James W. McCulloh and John Hollins, their heirs, executors, administrators, and assigns, and to the survivor of them, and the heirs, executors, or administrators of such survivor, all and singular the lands, tenements, hereditaments, goods,

and chattels following, to wit, the brig Peter, of Baltimore, and the cargo, of whatsoever the same may consist, and the proceeds of her outward and inward voyage, and her tackle, apparel, and furniture, the said brig being now on a voyage; also one moiety or half of the schooner Tuckahoe, now on a voyage, her tackle, apparel, and furniture; also the schooner Sarah and Louise, now lying in the port of Baltimore, her tackle, apparel, and furniture; also the five-sixths of the ship General Smith, and her freight now earned, and her tackle, apparel, and furniture, now lying in the port of Baltimore; also warehouse number seventy-nine, (79,) Smith's wharf, Baltimore, with all and singular its appurtenances; also all and singular the goods, wares, and merchandise, chattels, effects, and property of any and every nature or description, real, personal, and mixed, whatsoever, situated or being of, or belonging to, the said George P. Stevenson, or to which he is in any manner entitled, in possession, or otherwise; and also all bonds, bills, notes, book accounts, debts, and sums of money due, owing, or payable to the said George P. Stevenson, from, or by any person or persons whomsoever; and also all the estate, right, title, interest, property, claim, and demand whatsoever, both in law and equity, of him, the said George P. Stevenson, of, in, unto, and out of the same.

To have and to hold, receive and take, all and singular the estate, real, personal, and mixed, effects and property, debts and sums of money, goods, wares, and merchandise, hereby conveyed, assigned, and transferred, or meant, or mentioned, and intended hereby so to be, and every part and parcel thereof, unto the said James W. McCulloh and John Hollins, and to the survivors of them, and the heirs and legal representatives of such survivor, to and for the uses, trusts, and purposes following, and to and for no other use, intent, or purpose; and for the better and more effectually enabling the said trustees, and the survivor of them, and the heirs and legal representatives of such survivor, to execute the trusts hereby intended to be reposed in them, and the survivor of them, the said George P. Stevenson hath nominated, constituted, and appointed, and by these presents doth nominate, constitute, and appoint, the said J. W. McCulloh and John Hollins, and the survivor of them, and the heirs and legal representatives of such survivor, to be his true and lawful attorneys and attorney, irrevocably in their own names, or in the name of the survivor of them, in the name of the said George P. Stevenson, as the case may require, to ask, demand, have, or recover and receive, of and from the several persons in whose hands, custody, or power the same may be, all and singular the goods, wares, merchandise, effects, and property, debts and sums of money, hereby mentioned or intended to be assigned, and every part thereof; and upon the refusal, omission, or delay of such person or persons to surrender, deliver up, and pay over the same to the said James [W.] McCulloh and John Hollins, or the survivor of them, or the heirs and legal rspresentatives of such survivors, to institute and prosecute to judgment and execution all and every suit and suits, action and actions, that may be deemed necessary either at law or in equity, for the obtention and re-

covery of the same property, effects, and debts, and every or any part thereof. In trust, nevertheless, that the said James W. McCulloh and John Hollins, and the survivor of them, and the heirs and legal representatives of such survivors, shall and will adopt and pursue all necessary measures for obtaining the property, and necessary and reasonable measures for collecting the debts and sums of money hereby assigned and transferred, or intended hereby so to be; and shall and will, upon the recovery and obtention of the said property, make sale of the same, and every part thereof, at such times as they may deem most advantageous, either privately, or at public auction for cash, or on a reasonable and usual credit, for the best prices that can be obtained therefor, and from and immediately after such recovery, sales, and collection as aforesaid. In trust, that the said James W. McCulloh and John Hollins, and the survivor of the heirs of such survivor, shall and will pay and apply the nett proceeds which may come to their hands, or the hands of the survivor of his legal representatives, in virtue of this trust, after deducting the necessary expenses attending the execution thereof:

First. To the discharge and payment of all custom-house bonds, executed by the said George P. Stevenson, or for which he may be responsible.

Secondly. To discharge and pay all moneys borrowed by the said George P. Stevenson, from any person whatever.

Thirdly. To discharge, pay, and satisfy all notes drawn or endorsed for the uses or accommodation of the said George P. Stevenson, or loaned to him.

Fourthly. To pay, distribute, and divide any balance that may remain to and amongst all the remaining creditors of the said George P. Stevenson, who shall on or before the fifteenth day of December, next ensuing the day of the date of these presents, execute a full and absolute release of all claims which they may have against the said George P. Stevenson.

And lastly, in case any balance should remain, or surplus, shall and will pay over the same to the said George P. Stevenson, his executors, administrators, or assigns, and to and for, or upon none other use, intent, or purpose whatsoever.

In testimony whereof the said George P. Stevenson hath hereunto subscribed his name, and affixed his seal the day and year first herein before written.

GEORGE P. STEVENSON. [SEAL.]

Signed, sealed, and delivered, in the presence of us, (the word "be" being interlined in the second page, and the names "James W. McCulloh," being inserted in nine different places in the room of Nathaniel F. Williams, erased,)

RICHARD B. MAGRUDER,
JOHN MITCHELL.

STATE OF MARYLAND, *Baltimore county, set.*

On this third of October, in the year eighteen hundred and sixteen, (1816,) before the subscribers, two justices of the peace of the State of Maryland, for Baltimore county aforesaid, came George P. Stevenson, the party of the first part named in the foregoing indenture or instrument of writing, and acknowledged the same to be his act and deed for the uses, trusts, and purposes therein set forth.

In testimony whereof we have hereto subscribed our names on the day and year aforesaid.

JOHN F. HARRIS,
JOHN MITCHELL.

We, the subscribers, trustees named in the within deed of trust from George P. Stevenson, do accept the said trust, and take upon ourselves the execution of the several matters and trusts in the same mentioned and set forth, and acknowledged the delivery of this deed of trust to us this third day of October, eighteen hundred and sixteen.

JAMES W. McCULLOH,
JOHN HOLLINS.

Received to be recorded the 11th day of October, 1816. Same day recorded and examined per

WILLIAM GIBSON, *Clerk.*

In testimony that the aforegoing is a true copy taken from liber W. G., No. 137, folio 489, &c., one of the land records of Baltimore [SEAL.] county court, I hereto subscribe my name, and affix the seal of said court, this 4th day of October, 1843.

THOMAS KELL,
Clerk Baltimore County Court.

Release marked G. P. S., No. 2, filed with the Auditor by James W. McCulloh, trustee of Stevenson, and the signatures admitted by Mr. Johnson, counsel of ex'rs of Oliver and the Mechanics' Bank, 12 December, 1843.

Whereas by an indenture or deed of trust, bearing date the third day of October, in the year eighteen hundred and sixteen, executed by George P. Stevenson, to and in favor of James W. McCulloh and John Hollins, and recorded or intended to be recorded among the records of Baltimore county court, it is provided, among other things, that any balance or surplus which may remain in the hands of the said James W. McCulloh and John Hollins, after the execution and fulfilment of certain previous trusts in the said deed created, shall be divided proportionably among such of the creditors of the said George P. Stevenson as shall, on or before the fifteenth day of December, next ensuing the date of said deed of trust, release, acquit, and discharge, finally and forever, the said George P. Stevenson of and from all and all manner of claims which they, the said creditors, may have against him. And

whereas the subscribers, creditors of the said George P. Stevenson, are willing to accept the said surplus or balance, if any shall remain, in full satisfaction of all claims as aforesaid, and to release and discharge the said George P. Stevenson, in order to avail themselves of all benefit which arise from the provisions of said deed of trust: Now, know all men by these presents, that we, the subscribers, for and in consideration of the premises, and of the further sum of one dollar to each of them in hand paid at the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have released, exonerated, acquitted and finally discharged, and do, and each of us for himself doth, release, exonerate, acquit, and finally and forever discharge, the said George P. Stevenson, his heirs, executors, and administrators, of and from all and all manner of debts, due, owing, or accruing to us or any of us, by any ways or means whatever, and of and from all claims, rights, actions, or causes of suit or action whatsoever, which we or any of us now have, or ever have had, against the said George P. Stevenson from the beginning of the world to the day of the date of these presents. And we, and each of us, do hereby release and discharge the household furniture, and stores of every sort for family use, of the said George [P.] Stevenson, from all liability to our or any of our claims. And we do, and each of us doth, hereby authorize and empower the said James W. McCulloh and John Hollins, trustees as aforesaid, for us and in our names, and as far as each of us is interested, to assign and surrender to the said George P. Stevenson the said household furniture and stores, to the intent that the same shall not be sold or disposed of by the said trustees, or claimed as part of the funds assigned and provided by the said deed of trust for the benefit of the creditors of the said Stevenson, and to the intent that he and his family shall enjoy the same.

NATH'L F. WILLIAMS, [SEAL.]
JOEL VICKERS, [SEAL.]
JNO. GILL, [SEAL.]
R. H. DOUGLASS, [SEAL.]
JESSE EICHELBERGER, [SEAL.]
A. CRAWFORD, for himself and F. W. Bolgeane, [SEAL.]
N. SALTONSTALL, [SEAL.]
H. & R. H. OSGOOD, [SEAL.]
GERRARD WILSON, [SEAL.]
J. & S. B. STANSBURY, [SEAL.]
GEORGE WILSON, [SEAL.]
JOB J. SMITH, [SEAL.]
JAS. & THOS. W. BELT, [SEAL.]
PETER FENBY, [SEAL.]
WM. BAARTSCHER, [SEAL.]
C. DESHON, [SEAL.]
JNO. GOODING, [SEAL.]
JAMES WILLIAMS, [SEAL.]
FERDINAND HURXTHAL, [SEAL.]
WILLIAM X HUTSON, his mark. [SEAL.]

THOS. GALLAWAY, [SEAL.]
For P. J. Wendorp of Amsterdam, by his att'y,
WILLIAM WILSON, [SEAL.]
SAM. C. REID, [SEAL.]
ALDRIDGE & HIGDON, [SEAL.]
BUCK & HEDRICH, [SEAL.]
MARTIN F. MAYER, [SEAL.]
WILL GREETHAM, [SEAL.]
JACOB HOLLINGSWORTH, [SEAL.]
Solomon Moses, by att'y,
JOHN MYERS, [SEAL.]
JAMES DALEY.
Abram Judah, by his special attorney R. H. Douglass, per
WM. DOUGLASS.
Henry Shelton, by his special attorney,
LEMUEL TAYLOR.
Daniel Moran, by his special attorney,
LEMUEL TAYLOR.
P. P. F. Degrand, by his special attorney, for whatever balance may be found to be due,
NATH'L F. WILLIAMS.
EDW'D WYNNE.

Sealed and delivered in presence of— 22, 1816.
Witness to the signature of Nath'l F. Williams,
WM. F. CRAWFORD.
Witness to the signature of Joel Vickers,
JACOB P. MILLER.
Witness to the signature of Jno. Gill,
AARON COCHRAN.
Witness to the signature of R. H. Douglass and Jesse Eichelberger,
FRANCIS SORREL.
Witness to the signature of Andrew Crawford,
AND. HEOZLEHURST.
Witness N. Saltonstall's signature,
EBN'R PERKINS.
Witness signature of H. & R. Osgood,
JONA. SHELLATER.
Witness signature of Gerrard Wilson,
THOS. F. SPELMAN.
JOSEPH BRAGS, witness to J. B. Stanbury's signature.
Witness to George Wilson's signature,
J. BEEMAN.
Job J. Smith's signature witnessed by
JOHN F. SMITH.
Witness to J. & T. Belt's signature,
PHILIP BELT.
Witness to Peter Fenby's signature,
A. STEEIRS.

Witness to signature of Wm. Baartscher,
R. GIBSON.
Witness to signature of C. Deshon,
H. A. BARNBURY.
Witness to signature of John Gooding,
JNO. W. WARD.
Witness to signature of James Williams,
THOMAS JANVIER.
Witness to signature Ferd. Hurxthal,
BENJ. HURXTHAL.
Witness to signature of William Hutson & T. Galloway,
HAMMOND DUGAN.
Witness to the signature of Wm. Wilson for P. J. Wendorp,
THOS. GOODWIN.
Witness to signature of Sam. C. Reid,
JAMES L. CLARK.
Witness to signature of Aldrige & Higdon,
ROBT. LEMMON.
Witness to Buck & Hedrich's signature,
WM. S. PAWSON.
Witness to Mayer & Greetham's signatures,
PETER ESSENBREY.
Witness signature of Jacob Hollingsworth,
GEO. I. BROWN.
Witness to the signature of John Myers,
H. DUGAN.
Witness to the signature of Jas. Daley,
HAMMOND DUGAN.
Witness to the signature of W. Douglass, att'y for A'm Judah,
FRANCIS SORREL.
Witness to signatures of Henry Shelton & Dan. Moran, by Lemuel Taylor,
PATRICK ALLISON.
Witness the signature of N. F. Williams for P. P. F. Degrand,
WM. H. CRAWFORD.
Witness to the signature of Ed. Wynne,
JNO. W. BEALL.

And afterwards, during the term aforesaid, to wit, on the third day of August, in the year last aforesaid, the following agreement in relation to the depositions of Dennis A. Smith, was filed in said cause, to wit:

Equity side of Baltimore county court.

THOMAS & WHITE, trustees,
vs.
D. A. SMITH and others.

It is agreed in this case, that the depositions of D. A. Smith and John Sullivan, taken in this case, be used in evidence on the hearing of all

the questions in controversy between the several parties claiming an interest in the funds to be distributed, who are represented by the undersigned as solicitors, and to have the same effect as if they had been examined and filed in each case.

It is also agreed, that the signatures to the deed on file in the proceedings in the case to John Glenn and David M. Perine, of the 8th day of May, 1841, are the true and genuine signatures of the several parties purporting to sign said deed. This admission to have the same effect as if each of such signatures was duly proved.

GEO. M. GILL.
Trustee of Lyde Goodwin.
N. WILLIAMS,
Trustee of James Williams and John Gooding.
G. L. DULANY,
TH. P. ALRICHS,
Solicitor for George M. Gill, trust. of Lyde Gooding and N. Williams, trustee of Gooding & Williams.
T. P. ALRICHS,
Solicitor for J. W. McCulloh, trustee of Geo. P. Stevenson.
WM. SCHLEY,
Sol'r for John M. Gordon, trustee of John W. Stump and for
HANNAH C. WILLIAMS,
Adm'x James W. Williams.

And on the same third day of August, the executors of Robert Oliver, by their said solicitor, file in said cause the following petition and exhibit A, to wit:

In Baltimore county court, sitting in equity.

THOMAS & WHITE, trustees,
vs.
D. A. SMITH and others.

To the honorable the judges of Baltimore county court, in equity:

Robert M. Gibbes, Charles Oliver, and Thomas Oliver, executors of Robert Oliver, deceased, come here into court and claim to be entitled, and to be allowed, to receive of the funds of the Mexican company of Baltimore, now in this court for distribution, the following portions, viz:

1st. The 1-9 share of said company formerly belonging to Lyde Goodwin.

2d. The 1-9 share of said company formerly belonging to James Williams.

3d. The 1-9 share of said company formerly belonging to John Gooding.

4th The commission of 5 per cent. claimed on behalf of Lyde Goodwin, which, if allowed at all, is claimed by your petitioners.

And for the support of your petitioners' claims to said funds as aforesaid, they refer to the proofs and proceedings already had in this cause in this court, and to such proofs and proceedings as hereafter may be had in this case.

And to shew that your petitioners are entitled to receive as executors of said Robert Oliver, they herewith file a duly certified certificate of their letters testamentary, marked exhibit A.

REVERDY JOHNSON,
Sol'r for ex'rs of Robert Oliver.

Balto., 3d August, 1844.

Exhibit A, referred to in the foregoing petition.

THE STATE OF MARYLAND, *Baltimore county, sct.*

The subscriber, register of wills for Baltimore county, doth hereby certify, that it appears by the records in his office that letters of administration of all the goods, chattels, and credits of Robert Oliver, deceased, was on the tenth day of June, in the year of our Lord one thousand eight hundred and thirty-five, granted and committed unto Robert M. Gibbes, Charles Oliver, and Thomas Oliver, the executors by the last will and testament of the said deceased.

In testimony whereof I hereunto subscribe my name, affix the seal of my office, this 5th day of April, in the year of our Lord eighteen hundred and forty-one.

[SEAL'S PLACE.]

Test:

D. M. PERINE,
Register of Wills for Baltimore county.

MARYLAND, *sct.*

I, William Baker, presiding justice of the orphan's court for Baltimore county, in the State aforesaid, do certify, that the aforegoing attestation of David M. Perine, register of wills for said county, is in due form and by the proper officer.

Given from under my hand at the city of Baltimore, this 5th day of April, in the year of our Lord one thousand eight hundred and forty-one.

WILLIAM BAKER.

And afterwards, during the term aforesaid, to wit, on the twenty-third day of August, in the year aforesaid, the special auditor aforesaid filed in said cause the following report and account F, to wit:

PHILIP E. THOMAS and John White, trustees,
vs.
DENNIS A. SMITH and others.

In Baltimore county court, sitting as a court of equity.

The special auditor appointed in this case, respectfully reports: That out of the amount awarded to David M. Perine and John Glenn, trustees, by the commissioners for adjusting claims of American citizens on Mexico, on the 9th of June, 1841, the Government of the United States, under the tenth section of the act of Congress for carrying into effect the convention between the United States and the Mexican Republic, retained in its possession, for a debt alleged to be due to it by Thomas Sheppard, the amount of $33,474 55, in certificates issued under the Mexican convention, being a part of the amount awarded to

said Perine and Glenn, trustees, for the share or portion of said Sheppard as one of the members of the Baltimore Mexican Company.

By the reports and accounts of this auditor, heretofore made and filed, and which have been finally ratified by your honorable court, it will appear that the amount awarded to the Baltimore Mexican Company was subject to certain legal charges against it for expenses, commissions, &c., and to which charges the share of said Sheppard was also subject as part of that amount. The amount for which said share of said Sheppard was thus liable, as previously ascertained by this auditor, was $8,649 17, which amount being a part of the amount awarded to said trustees under the Mexican convention aforesaid, was in certificates issued under said convention, and bore an interest of eight per centum per annum from the 9th of June, 1841; and said amount of $8,649 17 having been since received by the said trustees from the Government of the United States in certificates issued under the said Mexican convention, together with the interest thereon up to the 31st of January, 1844, (less the charges of the Government for the collection of the interest,) constitutes the subject-matter of the sixth report of the said trustees, filed the 22d day of August, 1844, and referred to this auditor for distribution.

The auditor has, in compliance with the court's order, stated an account herewith annexed, marked F, in which he has distributed (or directed to be retained to await the future orders of the court) among the parties entitled to the same the whole amount so reported, and in which account, after deducting court charges, he has allowed to Thomas P. Alricks, administrator of James G. Forbes, his two claims, No. 1 and No. 2, for an interest in the cargo of the brig Calypso, one of the vessels belonging to said Baltimore Mexican Company, for which compensation was made under said award; to John H. Owings, administrator de bonis non of Thomas Boyle, his claim of 5 per cent. commission of the cargo of the aforesaid brig; to Dennis A. Smith, his claim for three and one-half per cent. commission on the whole share of said Sheppard; and to the trustees, David M. Perine and John Glenn, a commission of five per cent. on the whole share of said Sheppard for their trouble and expenses in executing this part of their trust. All of which claims and allowances have, under the previous accounts of this auditor, and of the decrees of this court, been sanctioned and allowed by this court.

The auditor has also stated, as part of his said account, and directed to be retained in the hands of the said trustees, to await the future order and decision of the court, an amount sufficient to meet the claim of James W. McCulloh, trustee of George P. Stevenson, for his alleged interest in said share; and an amount sufficient to meet the claim of Lyde Goodwin's legal representative for five per cent. commission on the whole share of said Sheppard; both of which claims are yet in dispute, and subject to the future order of this court. All of which is respectfully submitted.

JOHN CARRERE, *Special Auditor.*

Baltimore, August 23d, 1844.

AUDITOR'S ACCOUNT F, (REFERRED TO IN THE AFOREGOING REPORT.)

DR. *David M. Perine and John Glenn, trustees, in account with the Mexican trust fund, (for Thomas Sheppard's share.)* CRS.

To amount of Mexican certificates issued under the award of the commissioners for adjusting claims of American citizens on Mexico, being for that part of the share of Thomas Sheppard, who was one of the members of the Baltimore Mexican Company, which was received by the said trustees to pay certain commissions and other legal charges against the trust fund awarded to said trustees under said award, and for which the whole of the share of said Sheppard was liable, viz:

1844.			
July 3.	Amount of Mexican certificate issued to said trustees ...	$8,649 17	
	From which is to be deducted the 1st, 2d, and 3d instalments since paid on the same, as appears by the 6th report made by said trustees the 22d day of August, 1844.....	1,297 35	
	Leaving in Mexican certificates, in the hands of the said trustees, the amount.....		$7,351 82
	To amount of cash received as follows, viz: For the interest due on said certificate of $8,649 17 from the 9th June, 1841, to the 29th April, 1843, less the expenses of the Government for collecting the same.....	1,291 23	
" 12.	For 1st, 2d, and 3d instalments, and for interest from the 29th April, 1843, to 31st January, 1844, less the expenses of the Government.....	1,766 50	
			3,057 73
	As more fully appears by the sixth report of the said trustees, made to this court 22d day of August, 1844..		10,409 55
1844.	By taxes of one per cent. to be paid to the clerk of this court.....	30 57	
	" the auditor for his fee, chargeable to said share.... .	100 00	
			130 57
	" the following claims, for which the share of said Sheppard was liable, viz:		
	" Thomas P. Alricks, administrator of James B. Forbes, for his claims No. 1 and No. 2, for an interest in the cargo brig Calypso, viz: In certificates.....	2,235 51	
	And in cash	271 94	
			2,507 45
	" John H. Owings, adm'r de bonis non of Thomas Boyle, for his claim for commission of 5 per cent. on the cargo of the brig Calypso, viz: In certificates	1,246 47	
	And in cash.	166 01	
			1,412 48
	" Dennis A. Smith, for his claim for 3½ per cent. commission on the whole amount of the share of said Sheppard, viz: In certificates.....	1,234 83	
	And in cash.....	176 36	
			1,411 19
	" the trustees, David M. Perine and John Glenn, for their commission of 5 per cent. on the whole amount of the share of said Sheppard for their trouble and expenses in executing this part of their trust.....		1,948 30

Auditor's Account F—Continued.

1844. By this amount to be retained by said trustees, D. M. Perine and John Glenn, to meet the claim of James W. McCulloh, trustee of George P. Stevenson, for an alleged interest in said fund, as a member of the said Mexican company, to be subject to the future order of this court, viz: In certificates.....	$559 68		
And in cash.....	68 10		
			$627 78
" this amount to be retained by said trustees to meet the claim of Lyde Goodwin's legal representatives for 5 per cent. commission on the whole amount of the share of said Sheppard, to be subject to the future order of this court, viz: In certificates	2,075 33		
And in cash.....	296 45		
			2,371 78
			$10,409 55

Which report and account being read and heard, the court thereupon passed and filed in said cause the following order of ratification nisi, to wit: Ordered by Baltimore county court, sitting as a court of equity, that the within report and account of the special auditor be ratified and confirmed, unless cause to the contrary be shewn on or before the 3d day of September, A. D. 1844. JNO. C. LE GRAND.

Aug't 23d, 1844.

The said cause so standing was continued from term to term until the fourth day of March, in the year eighteen hundred and forty-six. At which said term, to wit, on the fourth day of March, in the year last aforesaid, the following statement of Edward Laroque and agreement were filed in said cause, as follows, to wit:

Mr. Laroque states that he sailed from Baltimore in the early part of September, as an officer of Mina expedition, on board the Caledonia; that they arrived at Port-au-Prince on the 18th September, same year; that they remained about six weeks, when they, in company with the *Calipso*, which had arrived in the interim, sailed from Port-au-Prince, and arrived at Galveston in the latter part of November, 1816, aforesaid; and that he believes that the arms and ammunition on board the *Calipso* were here landed, and the Calipso left for New Orleans and never returned to the expedition.

EDW'D LAROQUE.

On the back whereof was thus endorsed, to wit: It is agreed that the within statement may be used as evidence in the above case.

G. L. DULANY, *Att'y for Gill, trustee.*
R. JOHNSON, *for Olivers.*

And on the same fourth day of March the letter of Thomas Boyle, and admission of his signature, were filed in said cause, as follows, to wit:

NEW ORLEANS, *Dec. 26th*, 1816.

DENNIS A. SMITH, esq., *Baltimore:* Dear sir: This will serve to inform you that I arrived here a few days past with the Calypso, after discharging the greater part of the cargo at the port of Calveston, erroneously called by us Matagorda. I received General Mina's receipt for all the cargo of the Calypso, including the disbursements of the Caledonia, Spanish schooner, and others. On our first arrival at Calveston, Aurey promised General Mina thirty thousand dollars, but afterwards declined giving it to him, alleging that he had not it, which I believe to be a fact, but expected some prize may be taken by one of his privateers, and then he would let him have thirty thousand dollars. However, agreeable to the instructions given me, I delivered the cargo, retaining sufficient for ballast to bring the brig here to repair the damage sustained by running on shore off the Balise when proceeding to Calveston. Our reason in approaching the Balise in going to Calveston, was to obtain information concerning Aurey, for we had no positive information after leaving Baltimore. The brig is still under the American flag, and will be delivered after her repair and outside of the Balise. General Mina is determined to pursue his plan of taking Pensacola, and I believe can do so with ease. The moment the Calypso arrives at Calveston, the General and all his suit embark for the Pensacola; he is only waiting for the Calypso. Your brother has, I presum*ed*, informed you ere this of the Calypso being in the Mississippi. Her repairs will not amount to a considerable sum. I shall do it as economical as possible. The advancing a little more to secure the great interest you have at stake must certainly be advocated by you. In all probability the views of General Mina will now be accomplished agreeab*le* to the expectation you had when I left you; and I think on his arrival at Pensacola he will be able to pay part of your claim at least. I shall press him hard for it. I shall always be close to him, agreeab*le* to our agreement, and use my utmost to promote your interest, well knowing that the promoting your interest will be the promoting my own. General Mina has positively declared to me the first money he gets shall go to your claim in preference to any other object. I believe him. He appears sincere in his friendship for you, and it would be a pity to obstruct his intentions, now that he has progressed so far. Thousands are ready to join him the instant he arrives at Pensacola. My next I hope will be more satisfactory to you. In the mean time be pleased, which I hope you have done long ere this, to give your brother here instructions agr*e*able to your promise to me, to pay me one thousand dollars in addition to the five hundred you mentioned in your letter to me. You know my agreement was to have fifteen hundred dollars—you to pay five hundred and the cargo concern to pay me one thousand. You promised me you would see the necessary arrangement made for my receiving it here in New Orleans. This is the thousand dollars I allude *too*, and your brother has not yet orders to advance it to me. My family may be in want of it, and my duty is to remit it to them. Please to consider this circumstance, and if the arrangements are not yet made, please to have it done immediately. I have long been expecting a letter from you.

I hope you will not neglect to write me. I shall for the future keep you fully advised of my proceedings, and no effort of mine shall be wanting to have your claim settled as quick as practica*bly*. I think the present prospect is flattering, and had not the misfortune happened to Doctor Muir and Colonel Jyhari, and also to Montettes and Santa Maria, every thing would have been in train before we arrived; but we were the first in this country ourselves, and took them quite unawares. However, Santa Maria's mission to Vera Cruz appears to be going on well; the last accounts he was in Jamaica, waiting for an English man-of-war on that station that the admiral had sent for to convey him to Vera Cruz. Please to excuse haste, and believe me your most sincere friend and humble servant, THOS. BOYLE.

Inform Mr. Creighton that I will forward the debenture certificates for the landing of the goods that *was* imported in the Caledonia very shortly.

The signature of the within letter is admitted, and may be used in evidence as if duly proved before the auditor.

G. L. DULANY, *Sol'r for Geo. M. Gill, trustee.*
R. JOHNSON, *Sol'r for Olivers.*

And on the same fourth day of March the following statement of Dennis A Smith, admission and agreement, were filed in said cause, to wit:

Mr. Smith states the expedition sailed about the 1st of October, 1816, from the port of Baltimore, consisting of the Calipso, the Felix Cubana, and Caledonia, with Gen. Mina on board; when the expedition arrived in Mexico, he is unable to say with certainty; but he has made frequent voyages to Mexico, and the usual length of a voyage is about thirty or thirty-five days from this place; that a part of the expedition, after having been at Galveston, in Mexico, returned to New Orleans and underwent some repairs, which were paid for by me on my individual account, and the amount was allowed in my private claim by the commissioners.

D. A. SMITH.

It is admitted that George I. Brown, provisional trustee of Lyde Goodwin, departed this life on the 4th of June, 1829.

G. L. DULANY,
Solicitor for George M. Gill.
Solicitor for executors of Oliver, J. GLENN, *for Oliver.*

It is agreed that the within statement may be used as evidence in the above case.

G. L. DULANY,
Solicitor for Gill, trustee.
R. JOHNSON,
Solicitor for Olivers.

And on the same fourth day of March the following notice and admission of service thereof were filed in said cause, to wit:

Baltimore county court. Equity side.

THOMAS & WHITE
vs.
DENNIS A. SMITH and others.

In the matter of the claim of Geo. M. Gill, trustee of Lyde Goodwin. The undersigned hereby give notice to John Glenn and David M. Perine to produce, at the trial of the above cause, the deed spoken of and described in the testimony of John Nelson, a witness produced and sworn on behalf of the representatives of Robert Oliver, before the auditor.

G. L. DULANY,
Attorney for trustee.

Service admitted.

JOHN GLENN,
Per AND. E. KENNEDY.

The undersigned admit that the above notice was served on them this 16th day of March, 1846, but deny that any such deed as therein referred to was ever in their possession; and they have no knowledge that any such deed was ever in existence.

JOHN GLENN,
D. M. PERINE.

And afterwards, to wit, on the eleventh day of March, in the year last aforesaid, Nathaniel Williams, trustee of John Gooding, and James Williams, by G. L. Dulany, esquire, his attorney, filed in said cause exceptions to the testimony of Thomas Kell, as follows, to wit:

THOMAS & WHITE
vs.
DENNIS A. SMITH and others.

In the matter of the petition of Nathaniel Williams, trustee of John Gooding, and also of James Williams

1st. The aforesaid Nathaniel Williams, by G. L. Dulany, his counsel, excepts to the admissibility of the testimony of Thomas Kell to prove the handwriting of William H. Ward, for the purpose of making the pretended order therein described, or set up the act of Baltimore county court in the premises.

2d. He excepts to the admissibility of the paper marked B, purporting to be signed by W. H. Ward, for the purpose of establishing the same as a decree or order of Baltimore county court, in the case of John Gooding, an insolvent debtor.

3d. He excepts to the admissibility of the paper marked No. 1, purporting to be signed by Wm. H. Ward, for the purpose of establishing the same as a decree or order of Baltimore county court, in the case of James Williams, an insolvent debtor.

4th. He excepts to the admissibility of the above described papers for any purpose.

5th. He excepts to the paper marked C. C., No. 2, purporting to be signed on the 2d April, 1825, by George Winchester, as any evidence to affect the rights or interests of the said Williams, trustee as aforesaid, or to show any transfer of the property, claims, or estates of the aforesaid insolvents, or of any value having been paid therefor.

6th. He excepts to the paper D, purporting to be a receipt, dated 2d April, 1825, and signed by George Winchester, as inadmissible evidence to establish the receipt of the money mentioned therein as consideration money for the transfer of the two shares, or of either of them, by said Winchester, as trustee of the said Gooding and Williams respectively.

NATH'L WILLIAMS,
Trustee of John Gooding and of James Williams.
G. L. DULANY,
Counsel for Nathaniel Williams, trustee, &c.

And on the same eleventh day of March, Nathaniel Williams, trustee of James Williams, by Grafton L. Dulany, esquire, his solicitor, files in said cause his answer to the petition of Hannah C. Williams, administratrix of James W. Williams, and of John M. Gordon, trustee of John W. Stump, and agreement as follows, to wit:

THOMAS & WHITE
vs.
DENNIS A. SMITH and others. } In equity.

The answer of Nathaniel Williams, trustee of James Williams, to the petition of Hannah C. Williams, administratrix of James Williams, and of John M. Gordon, trustee of John W. Stump, respectfully represents: That this respondent does not admit the regularity or legal competency of the interposition of the petitioners aforesaid in this matter; that if the said petitioners have any right or privilege to these, respectively or jointly, in the sum claimed by this respondent in the premises, (as this respondent has reason from the evidence to believe they have to some extent,) yet their remedy and resource is under and through this respondent, who properly and legally represents the whole share which was originally subscribed for, or taken by James Williams alone. Wherefore this respondent prays that the petition or petitions of the said Hannah C. Williams and of John W. Gordon, as aforesaid, whether joint or several, may be dismissed with costs; and this respondent, as in duty, &c.

NAT'L WILLIAMS,
Trustee of James Williams.
G. L. DULANY,
Solicitor for respondent.

I agree to accept this answer without oath.

WM. SCHLEY,
Solicitor for petitioners.

It is agreed that this answer shall be filed nunc pro tunc; to have like effect and operation as if filed before the evidence was taken in support of the above petition. It is also agreed that the evidence so taken shall have the same effect as if taken after the filing of this answer, and a replication thereto, and issue joined between the parties.

WM. SCHLEY, *Sol'r for pet'rs.*
NATH'L WILLIAMS,
Trustee for James Williams' estate.

And afterwards, to wit, on the nineteenth day of March, in the year last aforesaid, the executors of Robert Oliver, by their said solicitor, file in said cause separate exceptions to the evidence of Joshua Dorsey, William Inloes, Nathaniel Williams, and John G. Chappell, as follows, to wit:

Equity side, Baltimore county court.

THOMAS & WHITE
vs.
SMITH and others.

In the matter of the petitions of Nathaniel Williams, trustee of James Williams and trustee of John Gooding, in the said case. The executors of Robert Oliver, by Reverdy Johnson, their solicitor, except to the testimony offered by the petitioner, by Joshua Dorsey, because the said witness was incompetent because interested.

REVERDY JOHNSON,
Solicitor for executors of Oliver.

Baltimore, 19 March, 1846.

Equity side, Baltimore county court.

THOMAS & WHITE
vs.
SMITH and others.

In the matter of the petition of N. Williams, trustee of John Gooding, in the said case. The executors of Robert Oliver, by Reverdy Johnson, their solicitor, except to the testimony offered by the petitioner, by Wm. Inloes, because the said witness was incompetent because interested.

REVERDY JOHNSON,
Sol'r for Oliver's executors.

Baltimore, 19 March, 1846.

Equity side, Baltimore county court.

THOMAS & WHITE
vs.
SMITH and others.

In the matter of the petition of N. Williams, as trustee of John Gooding, and of his petition as trustee of James Williams. The executors of Robert Oliver except to the deposition of said N. Williams, filed in

said case of said petitioners, because the said Williams is a party in said cases, and interested in the same.

REVERDY JOHNSON,
Sol'r of Oliver's executors.

Baltimore, 19 March, 1846.

Equity side, Baltimore county court.

THOMAS & WHITE
vs.
SMITH and others.

In the matter of petition of Nathaniel Williams, trustee of James Williams, in this case. The executors of Robert Oliver, by Reverdy Johnson, their solicitor, except to the testimony offered by the petitioner, by John G. Chappel, because the said witness was *an* incompetent because interested.

REVERDY JOHNSON,
Sol'r for Oliver's executors.

19 March, 1846.

And on the same nineteenth day of March, the executors of Robert Oliver, by their said solicitor, file in said cause exceptions to the deposition of George M. Gill, as follows, to wit:

Equity side, Baltimore county court.

THOMAS & WHITE
vs.
SMITH and others.

In the matter of the petitions of George M. Gill, trustee of Lyde Goodwin, in the above case. The executors of Oliver, by Reverdy Johnson, their solicitor, except to the deposition of George M. Gill, as evidence on the part of the petitioner, because he is a party in said cause, and interested in the same.

REVERDY JOHNSON,
Sol'r for Oliver's executors.

Baltimore, 19 March, 1846.

And on the same nineteenth day of March, the executors of Robert Oliver, by their said solicitor, file in said cause exceptions to the evidence taken in behalf of Hannah Williams and John M. Gordon, as follows, to wit:

Equity side of Baltimore county court.

In the matter of the petition of Hannah Williams & John M. Gordon, in the case of THOMAS & WHITE
vs.
D. A. SMITH and others.

The executors of Robert Oliver, by Reverdy Johnson, their solicitor, except to the evidence taken in behalf of the petitioners in support of

their claim before John Carrere, esq., so far as the same consists of entries, or proofs of entries, in the books of James W. Williams and John W. Stump, or either of them, on the ground that the same are not evidence against said executors.

REVERDY JOHNSON.

19 March, 1846.

And afterwards, to wit, on the twentieth day of March, in the year last aforesaid, the following admission and exhibits A and B were filed in said cause, to wit:

Equity side, Baltimore county court.

In the matter of the petition of N. Williams, trustee of James Williams, and trustee of John Gooding, in the case of THOMAS & WHITE vs. SMITH and others.

It is admitted in the cases of these petitioners that the following notices, marked A and B, were published the time required by law in such cases in the Federal Gazette newspaper, then a daily paper in the city of Baltimore, and that Wm. M. Medcalf, the then clerk of the commissioners of insolvent debtors for the city and county of Baltimore, will prove that said notices were published by the authority and order of such commissioners, and that that fact is to be considered as if regularly proved before the auditor; but, as to the admissibility of said evidence in the cause for the purpose offered, it is understood the petitioner in the said case excepts, and does hereby except.

REVERDY JOHNSON,
For Oliver's executors.
G. L. DULANY,
For N. Williams, trustee of Jas. Williams and John Gooding.
WM. SCHLEY,
Sol'r for Mrs. Hannah C. Williams and for John M. Gordon.
NATH'L WILLIAMS,
Trustee of John Gooding and James Williams.

Exhibit marked A, and referred to in the above admission.

From the Federal Gazette & Baltimore Daily Advertiser of the 24th of June, 1819.

By order of the commissioners of insolvent debtors for the city and county of Baltimore, notice is hereby given to the creditors of James Williams, an insolvent debtor, that a personal discharge hath been granted to the said debtor, and that the first Saturday in next September term of Baltimore county court *have* been fixed for the final hearing in his case before said court. The said creditors are required to attend at the office of the said commissioners in the court-house in the city of Baltimore, on the second day of August next, at four o'clock in the

afternoon, and nominate a trustee or trustees to be appointed for their benefit, and to give all the information in their possession to the said commissioners, to enable them to report to the said court. Dated the 24th day of June, in the year 1819.

June 24. 1 1aw13t

Exhibit marked B, referred to in the within admission.

From the Federal Gazette and Baltimore Daily Advertiser, of the 24th June, 1819.

By order of the commissioners of insolvent debtors for the city and county of Baltimore:

Notice is hereby given to the creditors of John Gooding, an insolvent debtor, that a personal discharge hath been granted to the said debtor, and that the first Saturday in next September term of Baltimore county court hath been fixed for the final hearing in his case before said court. The said creditors are required to attend at the office of the said commissioners in the court-house in the city of Baltimore, on the second day of August next, at four o'clock in the afternoon, and nominate a trustee or trustees, to be appointed for their benefit, and to give all the information in their possession to the said commissioners, to enable them to report to the said court. Dated the 23d day of June, in the year 1819.

June 24. 2 1aw13t.

And on the same twentieth day of March, the following admission and exhibit C were filed in said cause, to wit, in the matter of the petition of George M. Gill, trustee of Lyde Goodwin, in the case of—

THOMAS AND WHITE
vs.
SMITH and others.

Equity side of Baltimore county court.

It is admitted in these cases, that the following notice to the creditors of Lyde Goodwin, marked C, upon his application for the benefit of the insolvent laws, the record of which is already on evidence, was duly and legally given in said case, and that this admission is to have the same effect as if the said notice was set out in and as a part of the said record.

GEO. M. GILL, *Trustee.*
T. P. ALRICKS,
Att'y for perm't trustee.

Baltimore, 19th March, 1846.

Exhibit marked C, referred to in the within admission.

From the Federal Gazette and Baltimore Daily Advertiser of the 5th of March, 1817.

In the case of Lyde Goodwin, an insolvent debtor—

Whereas on the application of Lyde Goodwin, of Baltimore city, as an insolvent debtor, to the honorable Joseph Nicholson, chief judge of

Baltimore county court, for the benefit of the insolvent laws of Maryland, the said judge did refer the same, together with the schedule, petition, and other papers, to the undersigned commissioners of insolvent debtors for the city and county of Baltimore, who have taken bond with security for the appearance of the said insolvent debtor to answer such interrogatories as may be propounded to him by any of his creditors, or such allegations as may be filed against him. And whereas the said judge, on the 26th day of February, did grant a personal discharge of the said insolvent debtor: It is therefore ordered and directed by the said commissioners, that the said insolvent debtor, by causing a copy of this order to be inserted in the Federal Gazette, once a week for three months, before the second Monday of June next, give notice that such personal discharge hath been granted, and the said second Monday of June hath been fixed by the said judge for the final hearing; and that the creditors of the said insolvent debtor are required to appear at the office of the said commissioners, in the city of Baltimore, on the second Wednesday in April next, at four o'clock in the afternoon, and nominate some person or persons, whom the said commissioners shall appoint, as trustee or trustees, for the benefit of the said creditors, and to give all the information in their possession to the said commissioners, to enable them to report to Baltimore county court, as directed by the act entitled "An act relating to insolvent debtors in the city and county of Baltimore." Given under our hands, this 26th day of February, in the year eighteen hundred and seventeen.

THOS. KELL,
DAVID HOFFMAN,
Commissioners.

March 5. 1 awt 9th June.

And afterwards, to wit, on the twenty-first day of March, in the year last aforesaid, Nathaniel Williams, trustee of John Gooding and James Williams, by his said solicitor, filed in said cause the following exceptions to evidence, to wit:

THOMAS AND WHITE
vs.
D. A. SMITH and others. } In equity.

The petitioner, as trustee of John Gooding, and also as trustee of James Williams, takes leave to except to the recitals in the bond of George Winchester, as permanent trustee of said Gooding; and also to the recitals in the said Winchester's bond as permanent trustee of said Williams; as also to the recitals in his bond, with security, as permanent trustee of said Gooding; and also to the recitals of this petitioner in his petition to be appointed permanent trustee of John Gooding; and also to the recitals of the petitioner in his petition to be appointed permanent trustee of James Williams; in which recitals it is not set forth that the said George Winchester was appointed permanent trustee of these respective insolvents as any admissible evidence that the said

George Winchester appointed permanent trustee of the insolvent estate of John Gooding; and also as any admissible evidence that the said George Winchester was appointed permanent trustee of the insolvent estate of James Williams.

NATH'L WILLIAMS,
Trustee of John Gooding, and also trustee of James Williams.
G. L. DULANY, *S. P.*

And on the same twenty-first day of March, Hannah C. Williams, administratrix of James W. Williams, and John M. Gordon, trustee of John W. Stump, by William Schley, esquire, their solicitor, file in said cause the following exceptions to testimony, &c., to wit:

THOMAS AND WHITE
vs.
DENNIS A. SMITH and others.

In the matter of the petition of Hannah C. Williams, administratrix of James W. Williams, and of John M. Gordon, trustee of John W. Stump, filed in the above case, the said petitioners except to so much of the testimony taken and returned in this case as in the following exceptions is stated:

1st. To the several papers, (referred to in the deposition of Thomas Kell, a witness produced, sworn, and examined, on the part of the executors of Robert Oliver,) marked respectively B, C, and D, and to each of said papers, so far as they relate to or in any way concern the estate of James Williams, an insolvent debtor, in the proceedings named; and upon the following grounds—

1. Because the rights of these exceptants are direct and immediate on the fund, and are not to be claimed or asserted as against the said James Williams, or under his trustee, or against any person or persons who may claim under said Williams; and that all said papers are, as to these exceptants, res inter alios.

2. Because the said portion of the said paper marked B, intended to be herein excepted to, is not shewn by any competent legal evidence to be a judicial order of Baltimore county court, duly passed in the case of said James Williams' insolvent proceedings; and because it does not appear that said order was ever filed, or otherwise entered amongst the proceedings aforesaid, so as to render it a full and complete order in said cause; and because, on the contrary, it fully appears that said order was never filed or entered in the proceedings in said cause, and never was and is not a part of the proceedings in said cause.

3. And because said supposed order, found on said papers marked B, was not duly passed in said cause, and therefore had no effect in law to sanction a sale by said George Winchester, even if, after the passage of such supposed order, he had duly given bond as trustee.

4. Because said papers marked C and D are not, nor is either of them, competent legal evidence to establish, as against these exceptants, the fact of any bargain, sale, conveyance, assignment, or transfer of the

said claim of said James Williams in said papers referred to; nor to establish the payment of the sum or sums of money therein mentioned.

WM. SCHLEY, *Sol'r for petitioners.*

5. And the said exceptants except to the audit D, filed on the 28th October, 1843, in the following particular, to wit, because the share of James Williams in said company, therein stated as being $28,975 98, is allowed in and by said audit to the executors of Robert Oliver.

6. And they also except to the audit E, as also filed on the 28th October, 1843, in the following particular, to wit, because the share of James Williams in said company, therein also stated as being $28,975 98, is allowed in and by said audit to Nathaniel Williams, permanent trustee of James Williams.

7. And they also except to said two audits marked D and E, and to each of them, and to all audits made and reported in said cause, so far as respects the share accruing in right of said James Williams, in this, to wit, that no part of said share is allowed to your exceptants, or to either of them; whereas, upon the proof in the cause, one-fourth part of said share ought to *have a*llowed to each of your exceptants respectively.

WM. SCHLEY,
Sol'r for said petitioners.

And on the same twenty-first day of March, George M. Gill, trustee of Lyde Goodwin, by G. L. Dulany and Thomas Alricks, esquires, his solicitors, file in said cause the following exceptions, to wit:

PHILIP E. THOMAS AND JOHN WHITE, trustees,
vs.
DENNIS A. SMITH and others.

Exceptions of George M. Gill, permanent trustee of Lyde Goodwin.

The said George M. Gill excepts to the following documents or papers offered in evidence, and filed by John Glenn and David M. Perine, or by the executors of Robert Oliver, as incompetent evidence, and as irrelevant to the matters in controversy.

First. The Letter from Lyde Goodwin to Robert Oliver, of the 11th January, 1825, marked R. G., No. 3.

Second. The receipts of Lyde Goodwin, on the 15th February, 1825, and the 24th March, 1845, each for $500; one marked R. O., No. 1, and the other marked R. O., No. 2; and *the* 4 *checks* of $500 each, drawn by R. Oliver, payable to L. Goodwin or bearer, marked R. O., No. 6, No. 7, No. 8, and No. 9; and also the assignment from Lyde Goodwin to Robert Oliver of the 30th May, 1829, marked No. 5; and also the deposition of Lyde Goodwin, marked J. C., No. 5.

Third. The assignment from George I. Brown to Robert Oliver, bearing date March 21st, 1825, and marked No. 4.

Fourth. The said George M. Gill also excepts to the admissibility of all acts and doings of Lyde Goodwin since his application for the benefit of the insolvent laws, to all papers signed by him, and to all statements

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and depositions made by him since his said application as incompetent evidence, as well because the said George M. Gill cannot be legally affected by them, as because the said Lyde Goodwin might himself have been examined by the parties relying upon the said acts and doings and papers as evidence.

Fifth. The said George M. Gill also excepts to the said assignment made by the said George I. Brown upon the ground that it does not appear that any consideration ever passed for the said assignment, nor does it appear that the said George I. Brown had any authority to make the same, nor that he was authorized to make the same by any rule of Baltimore county court, or that he complied with the rules of Baltimore county court.

Sixth. The said George M. Gill insists that there is no legal or competent evidence shewing or tending to shew that any interest, right, or title of Lyde Goodwin's, and held by him at the time of his application for the benefit of the insolvent laws, in either the share of the Mexican expedition, or the commissions claimed as belonging to the said Lyde Goodwin, at the time of the said application, has been assigned or parted with, so as to interfere with the right of the said George M. Gill in the said share or commissions, and objects to all evidence offered to shew any such assignment or transfer, and insists that the same must be shewn, if at all, by legal and competent evidence, which has not been done in this case.

Seventh. The said George M. Gill excepts to the admissibility in evidence of two letters from a certain John Nelson, offered in evidence by the executors of Robert Oliver.

Eighth. And this exceptant further excepts to the paper marked (No. 4) offered in evidence by said representatives of Robert Oliver, as incompetent for the purpose offered, not containing all the rules and proceedings adopted by said board of commissioners, and as inadmissible to effect the rights of this exceptant, this exceptant not being a party to these proceedings, and being ignorant that he was in any way interested in them until long after they were closed.

G. L. DULANY,
Sol'r for Geo. M. Gill, trustee of Lyde Goodwin.
T. P. ALRICKS.

And on the same twenty-first day of March, Nathaniel Williams, trustee of James Williams, by his said solicitor, files in said cause the following replication to the answers of Robert Oliver's executors and others, to wit:

NATHANIEL WILLIAMS, trustee of James Williams,
vs.
OLIVER and others.

In Baltimore county court. In equity.

The replication of Nathaniel Williams, trustee of James Williams.

The petitioner to the answer of ——— Oliver and others, defendants. This replicant, saving and reserving to himself all and all man-

ner of advantage to the manifold insufficiencies of the said answer, for replication thereunto saith, that he will aver and prove his said bill to be true, certain, and sufficient in the law to be answered unto; and that the said answer of the defendants is uncertain, untrue, and insufficient to be replied to by this repliant; without that, that any other matter or thing whatsoever in the said answer contained, material or effectual in the law to be replied to, confessed and avoided, traversed or denied, is true; all which matters and things this repliant is and will be ready to aver and prove, as this honorable court shall direct; and humbly prays, as in and by his said bill he hath already prayed.

G. L. DULANY,
Solicitor for petitioner.

And on the same twenty-first day of March, Nathaniel Williams, trustee of John Gooding, by his said solicitor, files in said cause the following replication to the answer of Robert Oliver's executors and others, to wit:

In Baltimore county court.

NATHANIEL WILLIAMS, trustee of John Gooding, vs. OLIVER and others. } In equity.

The replication of Nathaniel Williams, trustee of John Gooding, the petitioner, to the answer of ——— Oliver and others.

This respondent, saving and reserving to himself all and all manner of advantage to the manifold insufficiencies of the said answer, for replication thereto saith, that he will aver and prove his said bill to be true, certain, and sufficient in the law to be answered unto; and that the said answer of the defendant is uncertain, untrue, and insufficient to be replied unto by this repliant; without that, that any other matter or thing whatsoever in the said answer contained, material or effectual in the law to be replied to, confessed and avoided, traversed or denied, is true; all which matters and things this repliant is and will be ready to aver and prove as this honorable court shall direct; and humbly prays, as in and by his said bill he hath already prayed.

G. L. DULANY, *Sol'r for petitioner.*

And on the same twenty-first day of March, the following agreement was filed in said cause, to wit:

In Baltimore county court, sitting as a court of equity.

THOMAS & WHITE, trustees, vs. D. A. SMITH and others. }

It is agreed that the testimony taken in the several cases (which form a part of the proceedings in this case) arising upon the petitions of George M. Gill, trustee of Lyde Goodwin; of Nathaniel Williams, trustee of James Williams; and of Nathaniel Williams, trustee of John Gooding; and of Hannah C. Williams, adm'x of James W. Williams; and John M. Gordon, trustee of John W. Stump; and James McCulloh,

surviving trustee under deed from George P. Stevenson, shall have the same effect as if the same had been taken after replications had been duly filed to the several answers to the said several petitions, and issue had been duly joined in said several cases. G. L. DULANY,
12th March, 1846. T. P. ALRICKS,
Sol'rs for Gill, Nathaniel Williams, and McCulloh.
WM. SCHLEY,
Sol'r for Hannah C. Williams and John M. Gordon, and also for Nath'l Williams, trustee.
REVERDY JOHNSON,
For Oliver's exec'rs.

And on the same twenty-first day of March, Thomas P. Alricks, permanent trustee of Lyde Goodwin, by Grafton L. Dulany, esquire, his solicitor, files in said cause the following petition, to wit:

Baltimore county court.

THOMAS & WHITE
vs.
DENNIS A. SMITH and others. } Equity side.

To the honorable the judges of Baltimore county court, sitting in equity.

The petition and claim of Thomas P. Alricks, permanent trustee of Lyde Goodwin, an insolvent debtor of the city of Baltimore.

Your petitioner respectfully states that said Goodwin applied for and obtained, from the commissioners of insolvent debtors for the city and county of Baltimore, the benefit of the insolvent laws on the 25th April, 1834.

Your petitioner further states, that he was duly appointed permanent trustee of said Goodwin by Baltimore county court, and gave bond with security, approved by said court, for the faithful discharge of his duties as such trustee; all of which will appear by reference to the paper herewith filed, marked petitioner's exhibit A.

Your petitioner further states, that said Goodwin had a claim [to] the *the* funds of the Baltimore Mexican Company, brought by the proceedings in the above cause before this honorable court for distribution; that the said claim of Goodwin arose out of services rendered by him as ship's husband and agent of the said Mexican company in purchasing the cargo and attending to the disbursements and keeping the accounts of the said company, under an agreement with said company made while the services were being performed, in the summer or fall of the year 1816, that he should receive therefor five per centum upon the amount to be recovered by said company from General Mina or the Mexican Government; all of which will appear by reference to the proceedings in the above cause, to which your petitioner begs leave to refer.

Your petitioner further states, that George M. Gill, permanent trustee of said Goodwin, under his, said Goodwin's, application for the benefit of the insolvent laws on the 25th February, 1817, and as such trustee, has filed his petition in this case, claiming said commissions belonging

to him as the legal assignee of said Goodwin, as will appear by his said petition and the proceedings thereunder.

Thereupon your petitioner prays that so much of said commissions, if there be any part thereof which does not vest in said Gill as trustee as aforesaid, may be awarded by this honorable court to your petitioner; and, as in duty bound, he will ever pray, &c.

T. P. ALRICKS,
G. L. DULANY,
Solicitor of Alricks.

The exhibit marked A, referred to in said aforegoing petition, is as follows, to wit:

Know all men by these presents, that we, Thomas P. Alricks and George Gordon Belt, of Baltimore city, are held and firmly bound unto the State of Maryland in the sum of ten thousand dollars, current money, to be paid to the said State, its certain attorney or assigns; to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, firmly by these presents.

Sealed with our seals, and dated this twenty-first day of March, in the year 1837.

Whereas the commissioners of insolvent debtors for the city and county of Baltimore have this day appointed the said Thomas P. Alricks permanent trustee of Lyde Goodwin, an insolvent debtor of Baltimore city, for the benefit of the creditors of the said debtor, agreeably to the acts of Assembly in such cases made and provided—

Now, the condition of the above obligations is such, that if the above bound Thomas P. Alricks do and shall faithfully perform the duties of him as permanent trustee as aforesaid, and shall in all respects obey and perform the lawful orders and directions of Baltimore county court in the premises, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

THOS. P. ALRICKS, [SEAL.]
GEO. GORDON BELT, [SEAL.]
[SEAL.]

Signed, sealed, and delivered in the presence of—
WM. A. CALWELL.

21st March, 1837. Bond approved. E. L. FINLEY,
S. H. TAGART, *Com.*

True copy. A. W. BRADFORD, *Clk.*

And afterwards, to wit, on the twenty-third day of March, in the year last aforesaid, the opinion of the court, and order remanding the papers to the auditor to state an account, was filed in said cause as follows, to wit:

In Baltimore county court.

PHILIP E. THOMAS AND JOHN WHITE
vs.
DENNIS A. SMITH et al. } In equity.

The great importance of some of the inquiries involved in this cause,

and respect for the very able arguments which have been addressed to my consideration, commanded from me as full and careful an investigation of the principles on which it rests as I was capable of giving to them. In regard to several of the questions raised in the argument, on authority, I could have no doubt. These I shall dismiss with as much brevity as possible.

1. That George I. Brown, the provisional trustee of Lyde Goodwin, had not, when he did so, the power to assign the interest of the insolvent, is perfectly clear to my mind. If the case of Kennedy vs. Boggs (5 Harr. & J., 407) established any thing, it settled this doctrine. And I take it to be equally clear that, although prior to the act of 1829, ch. 208, the legal title was not divested out of the insolvent by the simple act of his application for the benefit of the insolvent laws, yet his application was a statutory injunction upon his right to dispose of his property; and, therefore, neither he or his provisional trustee, or both together, could dispose of the property.—Brown vs. Brice, 2 Harris & Gill, 24.

2. It is equally manifest that George Winchester, until he had bonded with security, had no power, as permanent trustee of James Williams, to dispose of any portion of the property of the insolvent.—Winchester, trustee of Williams, vs. The Union Bank of Md., 2 Gill & J., 73.

3. On the 23d of June, 1819, John Gooding applied for the benefit of the insolvent laws. On the 2d May, 1823, George Winchester filed a bond without security as permanent trustee of the insolvent, and on the 2d of April, 1825, he assigned to Robert Oliver the interest of said insolvent in the Mexican company; twenty-six days thereafter, (on the 28th April, 1825,) he filed his bond with security as permanent trustee; and the question is, did the filing and approval of this bond validate the assignment to Oliver made on the 2d day of April? The court of appeals, in the case of Winchester, trustee of Gooding, vs. The Union Bank of Maryland, (2 G. & J., 79,) have expressly decided that, until the trustee gives bond with security, he is not invested with the functions of trustee, and cannot intermeddle in any manner with the property of the insolvent; and further, that the giving of such bond does not cure any previous defect or omission. From this decision, therefore, it is clear that the assignment of the 2d of April was wholly unauthorized, and passed no title to Oliver. If any passed, it owes its efficiency to the act of December session, 1841, ch. 309. This act can have no application to the case of Lyde Goodwin, as it was intended only to act on the doings of permanent trustees, and there was no one even professing to be his permanent trustee when his share in the Mexican company was assigned to Oliver.

By this act it is provided that "all bargains, sales, conveyances, assignments, and transfers of property, and claims heretofore made by any permanent trustee or trustees duly and legally appointed under any of the insolvent laws of this State, be and the same are hereby made valid and effectual in law, notwithstanding such trustee or trustees shall not have given bond with security for the faithful performance of his or their trusts;" and, by the 3d section of the act, it is provided "that the act shall not be so construed as to cure any other defect in the pro-

ceedings, under existing laws relating to insolvents, than the failure to give bond with security by any permanent trustee, or the want of ratification by the court of any sale made by such trustee."

This act does not dispense with the necessity of proof that the person professing to act as permanent trustee was "duly and legally appointed;" so far from it, it is intended to cure the acts of such as were "duly and legally appointed," and the acts of none other than such. Was then George Winchester "duly and legally appointed" the permanent trustee of James Williams and John Gooding, or either of them?

By the act of 1816, ch. 221, the board of insolvent debtors for Baltimore city and county was created, and their duties and powers defined. By the 2d section of this act, it is provided "that the said commissioners shall, within ten days from the time of such personal discharge being granted, cause notice to be given in one or more newspapers in the city of Baltimore that such personal discharge hath been granted, and of the time fixed by the said court or judge for the final hearing, and requiring the creditors of the insolvent to appear at such time and place as the said commissioners may appoint, to attend and nominate some person or persons, whom the said commissioners shall appoint as trustee or trustees for the benefit of the creditors, and," &c.

Although it does not appear in the record of the commissioners that the required notice was given, yet it appears from the evidence it was so in point of fact; but there is no evidence, either on the face of the record, or filed among the proceedings in this cause, that the creditors ever did attend and nominate some person or persons whom the commissioners should appoint trustee or trustees; and the question therefore presents itself, whether, in the absence of any such nomination, the commissioners had the power to appoint a trustee?

By the 2d section of the act of 1805, ch. 110, it was provided that the county court should "name such person as a majority of the creditors in value, their agents or attorneys, shall recommend, to be trustees for the benefit of the creditors of the petitioning debtor, or in case of non-attendance of the creditors, or of their not making a recommendation, the county court shall name such person as they shall think proper to be trustee as aforesaid.

From these citations, it will be obvious that, under the act of 1805, ch. 110, the county court enjoyed a power which was not conferred on the insolvent commissioners by the act of 1816, ch. 221. The latter act deals with the right to appoint a permanent trustee as one resting entirely on the nomination of the creditors, and does not give to the commissioners, as did the act of 1805, ch. 110, to the county court the right to appoint a trustee in the case of the non-attendance of the creditors, or of their not making a recommendation. Considering the appointment of the trustee as wholly for the benefit of the creditors, it left the matter with them. Looking at the insolvent commissioners as a board of special and defined jurisdiction, as it unquestionably is, it is difficult, if not wholly impossible, to discern its right to make the appointment which was made.

This view of the matter, of course, avoids any examination of the constitutionality of the act of 1841, ch. 309.

Were the facts and principles already stated those only involved in this case, there could be no doubt, it seems to me, of the right of the recovery of Gill and Williams, the present permanent trustees of Goodwin, Williams, and John Gooding. But there are other and far more difficult questions to determine.

Although there is no direct proof of the fact, yet, from the testimony of Dennis A. Smith and the whole proceedings in the cause, it is manifest that the claim of the Baltimore Mexican Company on the Mexican Republic was prosecuted by Robert Oliver and his representatives; and although there is no direct evidence of the fact that the representatives of Oliver experienced difficulty in the prosecution of that portion of the claim of the Mexican company of which they professed to be the assignees, unless they could combine within themselves the right to represent the claims of all, yet such is to be legitimately deduced from the fact that all others in interest, as appeared by the books of the Mexican company and the public records, except Goodwin, Williams, and Gooding, and their permanent trustees, united with them in a deed of trust for that purpose.

On the 11th day of April, 1839, a treaty was concluded between the United States and the Republic of Mexico; and it is upon the construction of the different articles of this treaty that the rights of the parties to this cause depend.

By the 1st article of the treaty the claims which the commissioners are to consider and decide upon are specified, and they were "all claims of the citizens of the United States upon the Mexican Government, statements of which, soliciting the interposition of the Government of the United States, have been presented to the Department of State, or to the diplomatic agent of the United States at Mexico, until the signature of this convention."

The same article in a subsequent clause, and also the 4th, 5th, and 7th articles, refer distinctly to the claims described in the first article, as those on which the commission were to act.

The 5th article provided that "the said commissioners shall (should) by a report under their hands and seals, decide upon the justice of the said claims, and the amount of compensation, if any, due from the Mexican Government in each case." And the 6th article provided that if it should not be convenient for the Mexican Government to pay at once the amount so found due, it should be at liberty, immediately after the decisions in the several cases, "to issue treasury notes, receivable at the maritime custom-houses of the Republic in payment of any duties," &c. The 7th article contemplating the possibility of a want of agreement among the commissioners, provided for the appointment of an umpire; and the 10th article provided that the contracting parties engaged "to consider the decision of such umpire to be final and conclusive on all the matters so referred."

It is obvious, to my mind, from the language of the treaty, that all the

claims which citizens of the United States might have against the Mexican Republic, were not to be submitted to the commissioners; but only such, statements of which, soliciting the interposition of the Government of the United States, had been presented to the Department of State, or to the diplomatic agent of the United States at Mexico. The question then is, what claims were so presented? But one answer can be given to the question, namely, the claim of Oliver as assignee of the original owners of some of the shares. It was on this claim, and on this alone, that the commissioners could decide, and according to the express stipulation of the treaty their decision was to be final.

But by an examination of the act of Congress, entitled "An act to carry into effect a convention between the United States and the Mexican Republic," approved June 12th, 1840, the objects and provisions of the treaty will be made more manifest. The 6th section of this act provides, "that so soon as said commission shall be executed and completed according to the provisions of said convention, the commissioners aforesaid shall report to the Secretary of State a list of all the several awards made by them," &c.

And the 7th section enacts that "the Secretary of the Treasury shall cause certificates to be issued, in such form as he may prescribe, showing the amount or proportion of compension to which each person, in whose favor award shall have been made," &c. The 8th section authorizes and directs the Secretary of the Treasury to cause any moneys which may be paid by the Mexican Government in satisfaction of said awards, to distribute and pay the same "to those entitled thereto, according to the provisions of this act; and the Secretary of the Treasury shall distribute the same, in rateable proportions, among the persons aforesaid, according to the proportions which their respective awards shall bear to the whole amount received." The 9th section provides, in case the Mexican Government, in place of at once paying the amount of said awards, should issue treasury notes, that the Secretary of the Treasury be required to receive the said treasury notes, and "deliver the same to the persons who shall be respectively entitled thereto, in virtue of the awards made under said convention." And the 10th section provides that, in the payment of the money or issues of certificates in virtue of this act, the Secretary of the Treasury "shall first deduct and retain, or make reservation of such sums of money, if any, as may be due the United States from persons in whose favor awards shall have been made."

Throughout the whole of this act the person or persons in whose favor the award is made is considered as being entitled to receive the treasury notes or the money; and the tenth section, by requiring the Secretary of the Treasury to reserve from the amount of such notes or money such sum as the person or persons in whose favor the award is made, is a conclusive legislative recognition of the right of such person or persons, in the absence of indebtedness to the Government, to the full amount of the notes or money as the case may be. If this be so, then the question arises—in whose favor was the award which is now the subject of controversy? Before considering this question, however,

I will advert to a case cited and much relied upon in argument, for the purpose of showing that the award of the commissioners only decided the rights of citizens of the United States as against the Republic of Mexico, and not as between the different citizens of the United States.

The case invoked for this purpose is that of Comegys vs. Vasse, 1 Peters, 193. This case originated under the treaty with Spain which ceded Florida to the United States, and which was ratified on the 13th February, 1821. In the 9th article it provided that the contracting parties reciprocally renounce all claims for damages or injuries which they, themselves, as well as their respective citizens and subjects, had suffered, until the time of signing of this treaty. And the 11th article provided that the United States, exonerating Spain from all demands in future, on account of the claims of their citizens, to which the renunciations extended, undertook to make satisfaction for the same to an amount not exceeding five millions of dollars. To ascertain the full amount and validity of these claims, a commission, to consist of three commissioners, &c., were to be appointed, and within the space of three years from the time of their first meeting, were to "receive, examine, and decide upon the amount and validity of all claims included within the descriptions" mentioned in the treaty.

Under this treaty the plaintiffs in error had received a sum of money, as assignees of Vasse, under the Bankrupt act of Congress, and the question was—whether the award of the commissioners in favor of the plaintiffs in error barred the right of recovery of Vasse; and the determination of this question depended entirely on the construction of the treaty under which the award was made. On this point Judge Story, in delivering the opinion of the court, said: "The object of the treaty was to invest the commissioners with full power and authority to receive, examine, and decide upon the amount and validity of the asserted claims upon Spain for damages and injuries. Their decision, within the scope of this authority, is conclusive and final. If they pronounce the claim valid or invalid, if they ascertain the amount, their award in the premises is not re-examinable. The parties must abide by it, as the decree of a competent tribunal of exclusive jurisdiction. A rejected claim cannot be brought again under review in any judicial tribunal; an amount once fixed, is a final ascertainment of the damages or injury. This is the obvious purport of the language of the treaty. But it does not necessarily or naturally follow, that this authority so delegated includes the authority to adjust all conflicting rights of different citizens to the fund so awarded." It is further said, "if the claim was to be allowed as against Spain, the present ownership of it, whether in assignees or personal representatives or bona fide purchasers, was not necessary to be ascertained, in order to exercise their functions in the fullest manner. Nor could they be presumed to possess the means of exercising such a broader jurisdiction with due justice and effect. They had no authority to compel parties asserting conflicting interests to appear and litigate before them, nor to summon witnesses to establish or

repeal such interests; and, under such circumstances, it cannot be presumed that it was the intention of either Government to clothe them with an authority so summary and conclusive, with means so little adapted to the attainment of the ends of substantial justice."

It is obvious, perfectly so, to my mind, that the court considered the language of the treaty and the intention of the high contracting parties as limiting the power of the commissioners to the ascertainment of two facts only, namely, the amount and validity of claims. It is no where said by the court, it would not have been competent for the parties to the treaty to have provided that the award of the commissioners should be final and conclusive on every one. On the contrary, if it be not intimated that it would have been competent to invest the commissioners with such a power, the decision of the question is referred wholly to the question of the extent of the delegation of power; and the court having ascertained from the clear and unequivocal language of the treaty what its object was, there could be no difficulty in sustaining the doctrine that the rights of Vasse, as between him and his assignees, were not barred by the decision of the commissioners.

As it strikes me, there is a marked and broad distinction between the extent of the powers conferred on the commissioners under the Florida treaty and those conferred on those under the treaty of 1839. Under the first they had but two duties to perform, to wit, the ascertainment of the amount and validity of the claims as against Spain. Under the treaty of 1839, their jurisdiction was confined to all claims of citizens of the United States, statements of which, soliciting the interposition of the Government of the United States, had been presented to the Department of State, or to the diplomatic agent of the United States at Mexico. It did not extend to the claims of every citizen of the United States against the Republic [of] Mexico, but only to such, statements of which had been filed. Under the Florida treaty, all claims of citizens of the United States against Spain were to be ascertained so far as their amount and validity was concerned. This done, there was an end to the jurisdiction and authority of the commissioners; but not so under the treaty of 1839, and the act of Congress of June, 1840. Under the law the decision of the amount of the claims necessarily involves a decision as to the owner of the claims; for the *the* 7 section of it provided that the Secretary of the Treasury should cause certificates to be issued, showing the amount or proportion of compensation to which each person should be entitled, in whose favor award should have been made by the commissioners; and the same section of the act provided, that the Secretary of the Treasury should deliver to the persons who should be entitled thereto, in virtue of the awards made under the convention, and the certificates issued by the Secretary of the Treasury, the due proportion of the money or Treasury notes received from Mexico; and the 10th section directed the Secretary of the Treasury of the United States, before handing over either the money or Treasury notes received from Mexico, to "deduct and retain, or make reservation of such sums of money, if any, as may be due the United States from

persons in whose favor awards shall have been made under said convention."

It is clear, then, that the Government was to recognise, as the legal and equitable owners of any allowed claims, those in whose favor awards were made, and the Secretary of the Treasury, in the execution of the duty enjoined on him by the 10th section of the act of Congress, was to look to such as in whose favor the award was made. If this be so, whose indebtedness to the United States, if any such existed, was to be deducted from the amount of the award? Could it be that of either Goodwin, Williams, Gooding, or of Stevenson? Certainly not, for their names no where occur in the whole award, and the Secretary was to look to it for the purpose of ascertaining the name of the person from whose share there was to be a deduction or reservation to the amount of his indebtedness to the United States. And this was evidently the construction placed on the matter by the officers of the Federal Government; for we find, by the schedule of Lyde Goodwin, that he was indebted to the United States upwards of ninety thousand dollars, which sum, with interest on it, would have been deducted by the Secretary of the Treasury from any amount he would have been entitled to, had they recognised him as in any way interested in the award.

But it is said, if the treaty and act of Congress conferred any such power on the commissioners they were unconstitutional, and therefore not to be regarded. This is a very grave and important matter.

The 6th article of the Constitution of the United States is in these words: "This Constitution and the laws of the United States which shall be made in pursuance thereof, and all treaties made, or which shall be made, under the authority of the United States, shall be the supreme law of the land, and the judges in every State shall be bound thereby, any thing in the Constitution or laws of any State to the contrary notwithstanding." By the first section of the second article of the same instrument, it is provided, that "he (the President) shall have power, by and with the advice and consent of the Senate, to make treaties, provided two-thirds of the Senators present concur."

By the second section of third article, the extent of judical power is defined; it is there said, "the judicial power shall extend to all cases, in law and equity, arising under this Constitution, the laws of the United States, and treaties made, or which shall be made, under their authority; to all cases affecting ambassadors, other public ministers and consuls; to all cases of admiralty and maritime jurisdiction; to controversies to which the United States shall be a party; to controversies between two or more States; between a State and citizens of another State; between citizens of different States; between citizens of the same State claiming lands under grants of different States, and between a State or citizen thereof and foreign States, citizens or subjects."

Under this section it is argued, and that too with great ability, that the judicial power of the Government only extends to citizens of the same State where they claim lands under grants of different States; and that if the treaty of 1839 authorized the commissioners under it to so decide as to make their decision conclusive on the rights of citizens of the same State

as between themselves, that such authority is void and of no effect, because it is unconstitutional.

There are no clauses in the Constitution which have given rise to a greater diversity of opinion than those which relate to the treaty-making power. I have carefully and anxiously looked to the expositions of the Constitution within my reach, for the purpose of ascertaining, if possible, a true definition of this power, its limits and its objects. There is, unhappily, very little said on the subject by the various commentators on the Constitution; and that little is for the most part confined to the explanations of the reasons which induced the framers of the Constitution to deposit the power where it is.

The late Justice Story, in the 3rd vol. of his Commentaries, section 1502, describes the power as general, and as embracing "all sorts of treaties, for peace or war; for commerce or territory; for alliance or succours; for indemnity for injuries or payment of debts; for the recognition and enforcement of principles of public law; and for any other purposes which the policy or interests of independent sovereigns may dictate in their intercourse with each other." But he proceeds to say, that although the power be equal, it is not to be so construed as to destroy the fundamental laws of the State, or to overturn the republican form thereof.

It must be confessed there is not much precision in this definition; but if the general grant be taken with the limitations thus put upon it, the question presents itself—what part of the organic law of the lands is violated, or in what manner is the republican character of our political institutions changed, by the grant of an authority to the commissioners under a treaty such as I have endeavored to show exists under that of 1839?

The power confessedly extends to the making of a treaty, by which indemnity for injuries or payment of debts may be secured; and as the sovereign, who is to grant the indemnity or to make the payment, may be interested in seeing that the fund shall be appropriated to the persons legally and equitably entitled to it, it is difficult, if not impossible to perceive, why the appropriation would not be a proper subject of treaty stipulation.

By the eighth section of the first article of the Constitution, Congress is empowered "to regulate commerce with foreign nations, and among the several States, and with the Indian tribes;" yet it has been held, that the treaty-making power may be extended in regard to this matter, and a treaty by which the commerce between the United States and any other people was regulated, would be obligatory and the supreme law of the land. Indeed, the power has been carried much beyond this. In the celebrated case of Ware, adm'r of Jones, vs. Hylton et al, 3 Dallas, 199, the effect of some of the provisions of the treaty of 1783, on the rights of parties under an act of the legislature of Virginia, of 1799, was considered. By the act of that State it was provided, that if any debtor to a subject of Great Britain would pay into the loan office of the State a portion of the debt due by him, he should be released

from all responsibility to his creditor. In compliance with this provision, sums had been so paid, and the question was, whether the treaty of 1783, which provided, "that creditors on either side should meet with no lawful impediment" in the recovery of their debts, justified the maintenance of a suit by a British citizen against his debtor in Virginia, who had conformed to the provisions of the legislature of that State; and the Supreme Court held, that the treaty must overrule the law of Virginia. Here, then, we see not only an interference with vested rights, but the abrogation of a solemn contract entered into between the State of Virginia and one of her citizens.

It was not denied by the court that Virginia had the power to pass such an act as that of 1779, but the decision rested entirely on the ground that the treaty-making power was rightfully exercised in the case under consideration. And the court suggest a doubt whether the Judiciary have the right to pronounce a treaty unconstitutional. Judge Chase says on this point, "the argument that Congress had not power to make the fourth article of the treaty of peace, if its intent and operation were to annul the laws of any of the States, and to destroy vested rights, which the plaintiff's counsel contended to be the object and effect of the fourth article, was unnecessary; but on the supposition that this court possess a power to decide, whether this article of the treaty is within the authority delegated to that body by the articles of the confederation." Whether, says the same judge, this court constitutionally possess such a power, is not necessary now to decide; but, "if the court possess a power to declare treaties void, I shall never exercise it but in a very clear case indeed."

There is no clause in the Constitution which expressly authorizes the United States to acquire territory; yet, in the case of the American Insurance Company et al. vs. Canter, (1 Peters, 541,) Judge Marshall held—that as the Constitution confers absolutely on the Government of the Union the powers of making war and of making treaties, consequently that Government possesses the power of acquiring territory either by conquest or by treaty."

In view, therefore, of these decisions, and the considerations which I have suggested, I am of opinion the treaty-making power did extend to the authorization of the making of such a treaty as that of 1839. At all events, it is a question of so much difficulty, that following the views suggested by Justice Chase, I would not be at liberty to pronounce the non-existence of such a power.

The questions arising under the deed to Glenn and Perine, and the award of the commissioners, are easily disposed of. The words in the first named, "for whom it may concern," and the words in the other, "for whomsoever else it may concern," manifestly refer to the parties to the deed, to Perine and Glenn, and no one else.

The aforegoing views dispose of all the questions in the case, except the one relating to the appropriation of the five per cent. claimed for the services of Lyde Goodwin.

It is admitted that such a claim exists, and the dispute is confined entirely to the distribution or appropriation of the amount.

Regarding this claim as not one against the Mexican Republic, but as against the fund of the Baltimore Mexican Company, it was not passed upon by the commissioners; it therefore belongs to George M. Gill, permanent trustee of Goodwin. The affidavit of Goodwin, used before the commissioners, had nothing to do with this claim; it only related to claims against the Mexican Government; inasmuch as it was not a claim against that Government, but against the Mexican company.

In conclusion, I will observe, in regard to some of the questions discussed, I have had great difficulties, and therefore my views are submitted with that deference for those of others to which they are entitled. If the treaty-making power has been incautiously exercised, this circumstance may constitute a claim on our Government; but I cannot bring my mind to the conclusion that this court would be justified in declaring the treaty void in any of its provisions. Inasmuch as there have been other papers filed in the cause since the last auditing, and an accumulation of costs, the papers will have again to go to the auditor.

It is therefore ordered, this 23rd day of March, 1846, that the papers in this cause be remanded to the auditor to state an account, in which the fund in the hands of the trustees, as shown by their eighth report, filed on the 28th September, 1844, shall be debited to George M. Gill, permanent trustee of Lyde Goodwin, in the sum of $5,169 86 in money, and $13,791 42 in certificates, making together the sum of $18,961 28, the costs of this proceeding, and the balance of this said fund to the executors of Robert Oliver; it being the intention of the court to ratify such account when reported, reserving, however, the question of costs for the action of the court when it shall be called upon to pass upon said account.

JNO. C. LEGRAND.

The said cause so standing was continued until the first day of April then next. At which term, to wit, on the seventh day of April, in the year last aforesaid, the said special auditor files in said cause the following report, to wit:

In Baltimore county court, sitting as a court of equity.

THOMAS & WHITE
vs.
DENNIS A. SMITH and others.

To the honorable the judges of Baltimore county court, sitting as a court of equity.

The special auditor respectfully reports to the court, that in obedience to the court's order of the 23rd of March, 1846, and in compliance with the order and direction therein given to him, he has stated the within account, marked G.

The auditor further reports, that the whole amount of costs (the question of which is reserved by the said order of court) is $294 97; of which $49 09 appear in the within account, and the balance, ($245 88)

is for the costs heretofore accrued and paid by the trustees, and chargeable to the portion of the funds within distributed.

All which is respectfully submitted.

JNO. CARRERE, *Special Auditor.*

Baltimore, April, 1846.

The account marked G, and referred to [in] the aforegoing report, is as follows, to wit:

ACCOUNT G.

DR. *David M. Perine and John Glenn, trustees, in account with the Mexican Trust Fund.* CR.

To amount of Mexican certificates and cash in the hands of the said trustees, as appears by their eighth report, filed 28th of September, 1844, and retained by them under the orders of the court of the 15th of November, 1843, and the 4th of September, 1844.

1846. First, To meet the claim of Lyde Goodwin's legal representatives, of 5 per cent. commission. In certificates	$13,791 42	
And in money..	5,169 86	
		$18,961 28
Second, to meet the claim of J. W. McCulloh, trustee of George P. Stevenson, for an alleged interest in the funds.		
In certificates	$3,718 56	
And in money	1,289 73	
		5,008 29
Third, to meet the claim of the party entitled to the shares or interest, formerly of Lyde Goodwin, John Gooding and James Williams. In certificates	$64,241 60	
And in money	24,695 30	
		88,936 90
		$112,906 47
1846. By costs of court accrued since the auditor's last account, viz:		
To Thomas Kell, clerk	$20 80	
To A. W. Bradford, clerk	18 95	
To Auditor	9 34	
		$49 09
" Tax of one per cent., payable to the clerk under act 1841, chap. 271, on cash received since last account, as appears by the 5th account of the trustees,		190 09
" George M. Gill, permanent trustee of Lyde Goodwin, for 5 per cent. commission, (on the whole amount awarded to the trustees,) under the court's order of the 23d March, 1846, as follows: In Mexican certificates	$13,791 42	
And in money less tax of 1 per cent. to clerk on cash received since last account	5,138 75	
		18,930 17
" Robert M. Gibbes, Charles Oliver and Thomas Oliver, executors of Robert Oliver, for the balance, being for the shares or interests of Lyde Goodwin, John Gooding, James Williams, and George P. Stevenson, viz: in Mexican certificates	$67,960 16	
And in money	25,776 96	
		93,737 12
		$112,906 47

And afterwards, to wit, on the thirteenth day of April, in the year last aforesaid, the special auditor aforesaid filed in said cause the following report, to wit:

In Baltimore county court, sitting as a court of equity.

PHILIP E. THOMAS & JOHN WHITE, trustees,
vs.
DENNIS A. SMITH and others.

To the honorable the judges of Baltimore county court, sitting as a court of equity.

The auditor, at the suggestion of the court, has restated an account according to the order of the court of the 23rd of March, 1846, in which account, marked H, within, he has, as directed by said order, stated and allowed to George M. Gill, permanent trustee of Lyde Goodwin, the whole amount retained in the hands of the trustees, Perine and Glenn, for five per cent. commission to said Goodwin; to the executors of Oliver, the three shares of Lyde Goodwin, John Gooding, and James Williams, and the amount retained to meet the claim of McCulloh, trustee of Stevenson, he has distributed among the shareholders of the Mexican company, or their assignees, according to the previous audits, and the court's order above referred to. The amount due to the share of Thomas Sheppard, he has allowed to the Government of the United States, having retained the amount awarded for that share under the 10th section of the act of Congress.

He also reports that the whole amount of costs to which the fund now distributed is liable is $299 64, of which amount $53 75 will be found in the within account, and the balance is for costs heretofore accrued and paid by the trustees out of the funds in their hands.

All of which is respectfully submitted.

JOHN CARRERE,
Special Auditor.

Baltimore, 13 *April*, 1846.

The account H referred to in said report is as follows, to wit:

ACCOUNT H.

DR. *David M. Perine and John Glenn, trustees, in account with the Mexican Trust Fund.* CR.

To amount of Mexican certificates and cash in the hands of the said trustees, as appears by their eighth report, filed 28th of September, 1844, and retained by them under the orders of the court of the 15th of November, 1843, and the 4th of September, 1844, viz:

1846. First. To meet the claim of Lyde Goodwin's legal representatives for 5 per ct. com'sion.	In certificates...	$13,791 42	
	And in money..	5,169 86	
			$18,961 28

Account H.—Continued.

Second. To meet the claim of J. W. McCulloh, trustee of George P. Stevenson, for an alleged interest in the funds.		
In certificates	$3,718 56	
And in money	1,289 73	
		$5,008 29
Third. To meet the claim of the party entitled to the share or interest, formerly of Lyde Goodwin, John Gooding, and James Williams. In certificates	$64,241 60	
And in money	24,695 30	
		88,936 90
		$112,906 47
1846. By costs of court, accrued since the auditor's last account, viz:		
To Thomas Kell, clerk	$20 80	
To Bradford, clerk	18 95	
To Auditor	14 00	
		53 75
" tax of one per cent. payable to the clerk under act of 1841, chap. 271, on cash received since last account, as appears by the fifth account of the Trustees		190 09
" George M. Gill, permanent trustee of Lyde Goodwin, for five per cent. commission (on the whole amount awarded to the trustees,) under the court's order of the 23d of March, 1846, viz:		
In certificates	$13,791 42	
And in money, less tax of one per cent. to clerk on money received since last account	5,138 75	
		18,930 17
" Robert M. Gibbes, Charles Oliver, and Thos. Oliver, executors of Robert Oliver, for the shares of Lyde Goodwin, John Gooding, and James Williams, in the Mexican company of Baltimore, viz: In certificates	$64,241 60	
And in money	24,482 57	
		88,724 178
" the said executors of Robert Oliver, for 4-7 of the amount retained to meet the alledged claim of McCulloh, trustee of George P. Stevenson.		
In certificates	$2,124 89 1-7	
And in money	736 98 6-7	
		2,861 88
" Benj. C. Howard and others, trustees of Hollins and McBlair, for 1-7 of the same amount.		
In certificates	531 22 2-7	
And in money	184 24 5-7	
		715 47
" John Sullivan for 1-7 of the same amount.		
In certificates	$531 22 2-7	
And in money	184 24 5-7	
		715 47
" The United States, (for Thomas Sheppard,) for 1-7 of the same amount. In certificates	531 22 2-7	
And in money	184 24 5-7	
		715 47
		$112,906 47

And on the same 13th day of April, the said special auditor filed in said cause the following report, to wit:

In Baltimore county court, in equity.

PHILIP E. THOMAS and John White, trustees,
vs.
DENNIS A. SMITH and others.

To the honorable the judges of Baltimore county court, sitting as a court of equity.

The special auditor reports to the court, that he has stated the within account marked I, between Thomas and White, trustees, and the trust estate of Dennis A. Smith, and which account he has stated in accordance with the court opinion, and the order of the 23d of March, 1846. And so as to show the amount due to George M. Gill, permanent trustee of Lyde Goodwin, for five per cent. commission on the share of the Mexican company of Baltimore awarded to said Thomas and White, trustees, under the deed from Dennis A. Smith to them. The United States having, (as the auditor has been informed by the counsel of said trustees,) withheld not only the amount of these commissions, but also the amount retained to meet the claim of McCulloh, trustee of George P. Stevenson, the auditor has not deemed it necessary to state an account, at this time, distributing the said amount among the creditors of Smith, according to the provisions of the deed of trust, and he has therefore stated the same to the said trustees, Thomas and White.

All of which is respectfully submitted.

JOHN CARRERE,
Special Auditor.

Baltimore, 13 *April*, 1846.

The account marked I, and referred to in said last report, is as follows, to wit:

ACCOUNT I.

DR. *Philip E. Thomas and John White, trustees, in account with the trust estate of Dennis A. Smith.* CR.

1846.			
To amount of certificates and cash for the following items appearing in the auditor's account and report, filed the 28 of November, 1843, viz., "for this amount to be retained by the trustees, Thomas and White, to await the decision and judgment of the court in the matter of the petition and claim of George M. Gill, permanent trustee of Lyde Goodwin, for 5 per cent. commission on the gross amount of the share of the Mexican company, awarded to the trustees, the said share being in dispute."			
In certificates	$1,969 09		
And in cash	294 06		
			$2,263 15

2840.

Account I—Continued.

For this amount to be retained by the said trustee, to meet a claim (if eventually allowed) of James Wm. McCulloh, trustee of George P. Stevenson, for an interest in the Mexican company as a member thereof, the said claim being in dispute."		
In certificates	$531 03	
And in cash	64 75	
		$595 78
		$2,858 93
1846. By George M. Gill, permanent trustee of Lyde Goodwin, for 5 per cent. commission on the amount of the share in the Mexican company of Baltimore, as awarded to the trustees, Thomas and White. In certificates	$1,969 09	
And in cash	294 06	
		$2,263 15
" The trustees, Philip E. Thomas and John White, for distribution among the creditors of Dennis A. Smith, according to the provisions of the deed of trust to them filed in the cause, viz: In certificates	$531 03	
And in cash	64 75	
		595 78
		$2,858 93

And afterwards, to wit, on the sixteenth day of April, in the year aforesaid, Nathaniel Williams, permanent trustee of John Gooding and James Williams, files in said cause exceptions to the auditor's report and account G, filed on the seventh instant, in form following, to wit:

In Baltimore county court, sitting as a court of equity:

THOMAS & WHITE
vs.
DENNIS A. SMITH and others.

Exceptions taken by Nathaniel Williams, permanent trustee of John Gooding, an insolvent debtor; and by the said Nathaniel Williams, permanent trustee of James Williams, an insolvent debtor, to the report of John Carrere, esq., special auditor in the case above entitled, said report being marked as "Auditor's account G," and filed on the 7th day of April, instant.

The said exceptant objects to the said audit and report in the following particulars, that is to say:

1. Because in and by the said report the said auditor has awarded to Robert M. Gibbes, Charles Oliver, and Thomas S. Oliver, executors of Robert Oliver, the sum of $93,737 12 (to wit, in Mexican certificates the sum of $67,960 16, and in money the sum of $25,776 96) as for the shares or interests of Lyde Goodwin, John Gooding, James Williams, and George P. Stevenson; whereas the said exceptant, as permanent trustee of said John Gooding, respectfully insists, that upon the pleadings and proofs in the cause the share or interest accruing in right of said John Gooding ought to have been awarded to said exceptant as permanent trustee of said John Gooding.

2. Because the portion of the sum mentioned in the preceding exception as awarded to said executors of Robert Oliver, accruing in right of said James Williams, ought, as this exceptant, as permanent trustee of said James Williams, respectfully insists, to have been awarded and assigned to this exceptant as such trustee of said James Williams.

3. Because, whereas, in and by said audit, the share or interest accruing in right of said George P. Stevenson in said audit and report named, is hereby awarded and assigned to said executors of said Robert Oliver, the same, as this exceptant, as permanent trustee respectively of said John Gooding and of said James Williams, respectfully insists, ought to have been awarded to this exceptant in part as such permanent trustee, respectively, in adequate proportions with the other members of said company, in total exclusion of any claim on the part of said executors.

For all which, and divers other sufficient reasons on the face of said report and audit, and in the pleadings and proofs in the cause appearing, this exceptant prays that said audit and report may not be ratified and confirmed; but, on the contrary, may be rejected and disallowed.

NATHANIEL WILLIAMS,
Permanent trustee of John Gooding and of James Williams.

And afterwards, to wit, on the seventeenth day of April, in the year last aforesaid, the said Nathaniel Williams, permanent trustee of John Gooding, files in said cause the following petition, to wit:

In Baltimore county court, sitting in equity.

THOMAS and WHITE
vs.
DENNIS A. SMITH and others.

To the honorable the judges of Baltimore county court, sitting in equity:

The petition of Nathaniel Williams, permanent trustee of John Gooding, an insolvent debtor, respectfully represents unto your honors--

That in the late argument in the case of this petitioner against Glenn and Perine, trustees, entitled in an action of Thomas and White against Dennis A. Smith and others, reliance was placed by the counsel of said Glenn and Perine on the copy of an award made by the commissioners under the Mexican treaty, on a petition or memorial which comprehended sundry claims, classed under the denomination of Oliver's claim, which award not being accompanied by the petition or memorial on which it was founded, nor by the particulars of the claim filed with the memorial, is so imperfect a representation of the case before the commissioners, as not, in the opinion of this petitioner and of his counsel, to justify this court in respecting it at all, and particularly in founding thereon any decree in behalf of the defence, and the same has been by this petitioner excepted to as legal or competent evidence for the purpose for which it has been adduced; that such award does not, as they conceive, decide the conflicting rights between the petitioner and the respondents, or any other conflicting claims between citizens of the

United States; that the petitioner and his counsel are advised the commissioners aforesaid not only did not pretend to decide such conflicting claims, but actually refused to do so.

This petitioner further sets forth, that since the argument aforesaid he has discovered among the papers which were before the aforesaid commissioners, and which are now lodged in the Department of State of the United States, the memorial referred to, on which said award was grounded, in which memorial neither the late Robert Oliver nor his representatives set up any claim to be the assignee or owner of the share of the said John Gooding in the aforesaid claim on the Mexican Government; that at the time of presenting the said memorial, the representatives of the said Oliver only assumed to act in regard to such claim under a power of attorney to the said Oliver from George Winchester, who represented himself to be permanent trustee of said Gooding; and that no evidence was ever exhibited to the commissioners aforesaid that Robert Oliver was assignee, or transferree, or owner of the share of John Gooding, other than a signature of said representatives of Oliver to a deed of trust in favor of Glenn and Perine, dated after the presentation of the memorial aforesaid, and on which last mentioned deed no petition or memorial was presented to the commissioners; that they in their award direct payment to be made to said Glenn and Perine for the benefit of whom it might concern—so that the award aforesaid, and of which a copy has been produced before this court, is imperfect, and not sufficient whereon to ground any decree or judgment in the absence of the memorial and claim on which said award was founded.

The petitioner further sets forth, that no such record can be complete or available to any legal purpose, but that the memorial and exhibits therein referred to are, as your honors are aware, and as it is illustrated by kindred proceedings in prize causes, essential to make up a record in such cases; that the argument alluded to was gone into unadvisedly, and without due preparation on behalf of this petitioner; and that the prayer referred to, being the memorial presented on behalf of the Mexican company, has been discovered by this petitioner and his counsel since the said argument.

Inasmuch, therefore, as no formal decree, or any final or other decree, has been rendered in the premises, and as new evidence has been discovered by this petitioner and his counsel since the argument, and that there was, at least on the part of this petitioner and his counsel, an oversight in regard to the fullness and completeness of the evidence, as related to said award, this petitioner respectfully prays your honors to direct this case to be again referred to the auditor, for leave to both and all parties to produce further evidence, competent and proper herein, as they may be able to produce in support of their respective pretensions and claims.

And your petitioner states that this application is not intended for delay; but, on the contrary, solely for the purpose of preparing the case at the earliest practicable period for a full and final decision. And he further states, that from personal examination of said memorial and

statement, made since the former argument, he is fully convinced that the same will afford important information as to the scope and effect of said award; and he further states, that the counsel by him retained in this case fully concur in these views; and he prays for such further relief, &c.

G. L. DULANY, *Sol'r.*
NATH'L WILLIAMS,
Perm't trustee of John Gooding.

CITY OF BALTIMORE, *ss.*

On this 17th day of April, 1846, before the subscriber, a justice of the peace for the State of Maryland, in and for the city of Baltimore, personally appeared Nathaniel Williams, and made oath on the holy evangely of Almighty God, that the contents of the aforegoing petition are true to the best of his knowledge and belief.

Sworn before T. HANSON BELT.

And on the same seventeenth day of April, Nathaniel Williams, trustee of John Gooding and James Williams, filed in said cause the following further petition, to wit:

Baltimore county court. In equity.

THOMAS & WHITE
vs.
D. A. SMITH, &c.

To the honorable the judges of Baltimore county court, sitting in equity:

Nathaniel Williams, trustee of John Gooding and of James Williams, begs leave to state unto your honors, that since the argument of the above cases he has found a decision of the Supreme Court of the United States against the conclusive effect of an award made by commissioners under a treaty, from which, in its material parts, with reference to this question, the Mexican treaty seems to have been copied; wherefore, that the merits of this controversy may be determined with all the lights which the decisions of that eminent tribunal can afford, your petitioner prays that an opportunity may be allowed him to exhibit said authority, and shew its application to the cases of your petitioner; and as in duty, &c.

NATH'L WILLIAMS,
Permanent trustee of John Gooding and of James Williams.

And afterwards, to wit, on the eighteenth day of April, in the year last aforesaid, James W. McCulloh, surviving trustee of George P. Stevenson, by Grafton L. Dulany and Thomas P. Alricks, esquires, his solicitors, files in said cause exceptions to auditor's account G as follows, to wit:

Baltimore county court, sitting in equity.

THOMAS & WHITE
vs.
DENNIS A. SMITH and others.

The exceptions of James W. McCulloh, the surviving trustee of George P. Stevenson, to the report and account of the special auditor, John Carrere, marked (G,) heretofore filed in this cause on the 7th April, 1846.

1st. This exceptant objects to said report and account, for that the said auditor has therein awarded to Robert M. Gibbes, and Charles Oliver, and Thomas Oliver, executors of Robert Oliver, the whole of the interest or share of George P. Stevenson in the Baltimore Mexican Company; whereas, it does not appear upon the proceedings and proofs in the cause that the said executors are entitled to the whole or any portion of the same.

2d. This exceptant further objects to said report and account, because upon the proofs and proceedings in the cause the said interest or share of George P. Stevenson appears of right to belong to this exceptant as surviving trustee aforesaid, and therefore the whole of the same should have been awarded to him by said account, and not to the executors aforesaid.

3d. And for other good and sufficient reasons apparent upon the face of the proceedings in the cause, this exceptant alleges that the said report and account is insufficient, erroneous, and imperfect, and therefore ought not to be ratified and confirmed by this court, and he prays that the same may be disallowed, &c.

G. L. DULANY,
T. P. ALRICKS,
For J. W. McCulloh, surviving trustee of George P. Stevenson.

And on the same eighteenth day of April, George M. Gill, trustee of Lyde Goodwin, by Grafton L. Dulany and Thomas P. Alricks, esquires, his solicitors, filed in said cause the following exceptions to auditor's account G, to wit:

Baltimore county court, sitting in equity.

THOMAS & WHITE
vs.
DENNIS A. SMITH and others.

The exceptions of George M. Gill, permanent trustee of Lyde Goodwin, to the report and account of the special auditor, John Carrere, filed on the 7th April, 1846, marked account (G.)

This exceptant objects to said report and account, because the said auditor has therein awarded to Robert M. Gibbes, Charles Oliver, and Thomas S. Oliver, executors of Robert Oliver, the sum of $67,960 16 in Mexican certificates, and the sum of $25,776 96 in cash, these sums being for the amount of the shares or interest of Lyde Goodwin, John

Gooding, James Williams, and George P. Stevenson, in the Baltimore Mexican Company; whereas, upon the pleadings and the proofs in the cause, the said share or interest of Lyde Goodwin should have been awarded to this exceptant.

And this exceptant further objects to said report and account, because in distributing the interest or share of George P. Stevenson the said auditor has awarded the whole of said Stevenson's share or interest to the executors of said Robert Oliver; whereas the proceedings and proofs in the cause do not show that the said executors were entitled to the whole or any portion thereof.

And this exceptant further objects to said report and account, because it appears upon the proceedings and the proofs in the cause that the said share or interest of Lyde Goodwin belonged to this exceptant, and ought to have been awarded to him as permanent trustee aforesaid.

And, finally, for other good and sufficient reasons appearing upon the face of the proceedings, and the papers in the cause, this exceptant alleges that the said report and account are erroneous, insufficient, and imperfect, and he therefore prays that the same may not be ratified and confirmed by this court in the particulars hereinbefore referred to, but the same may be disallowed.

G. L. DULANY,
T. P. ALRICKS,
For Geo. M. Gill, permanent trustee of Lyde Goodwin.

And on the same eighteenth day of April, the said George M. Gill, permanent trustee of Lyde Goodwin, filed in said cause the following petition, to wit:

In Baltimore county court, sitting as a court of equity.

THOMAS & WHITE
vs.
DENNIS A. SMITH and others.

The honorable the judges of the Baltimore county court, sitting as a court of equity.

The petition of George M. Gill, permanent trustee of Lyde Goodwin, an insolvent debtor, respectfully represents, that the paper heretofore filed in this cause by the executors of Robert Oliver, and John Glenn and David M. Perine, trustees, purporting to be copies of certain parts of the proceedings before the commissioners under the Mexican treaty, are not copies of all the said proceedings, nor of such parts thereof as are necessary to a full and complete understanding of the award and decision of the said commissioners; that the memorial filed before the said commissioners, and the exhibits attached to the said memorial, and which are essential to a proper understanding of the award of the said commissioners, have not been produced in evidence, nor have certified copies thereof been filed as evidence in this cause. And your petitioner has been advised and believes, and therefore charges, that there is no

proper or legal evidence in this cause of the record of the said proceedings, and no evidence of any award or judgment of the said commissioners which can legally operate as a bar against the claim of the petitioner to the share in the Mexican expedition which belonged to the said Lyde Goodwin at the time when he applied for the benefit of the insolvent laws of the State of Maryland.

This petitioner further represents, that it was supposed by this petitioner and his counsel, it may be erroneously, that it was incumbent on the executors of the said Robert Oliver, and on the said John Glenn and David M. Perine, to produce in evidence the full and complete record of the said proceedings before the said commissioners, as they relied upon the award of the said commissioners in bar of the claim of this petitioner; and it was also supposed, it may be erroneously, that no award of the said commissioners, made under any state of circumstances, could be conclusive and binding upon this petitioner; and hence, unadvisedly and without due deliberation, the said cause was set down for hearing without any knowledge on the part of this petitioner of the contents of the memorial and exhibits and other proceedings before the said commissioners, except such as have heretofore been filed in this cause; that since the argument in this cause, and the filing of the opinion by this honorable court in this cause, your petitioner and his counsel, finding that it had become necessary to make a full examination into the said proceedings, have caused the same to be made, and have discovered and ascertained that in the said memorial neither the said Robert Oliver nor his executors claimed to be the assignee or owner of the share of the said Lyde Goodwin in the said expedition, but only assumed to act in reference to such share under a power of attorney to Robert Oliver for the said Lyde Goodwin. And the petitioner further represents that he has been informed, and verily believes, that it will appear from a full record of the said proceedings before the said commissioners, that the said commissioners did not, in point of fact, decide, and did not intend to decide, that the executors of Robert Oliver were entitled, as assignee of Lyde Goodwin, to the share in the said expedition which belonged to him.

This petitioner further states, that his object in filing this petition is not for delay, but to have this cause tried upon its full merits, [and] to enable him to obtain and file as evidence in this cause a full and complete record of all the proceedings before the said Mexican commissioners. Your petitioner therefore prays that further time may be granted him, to enable him to obtain the said record, and that this cause may be remanded to the auditor, &c.

And on the same eighteenth day of April, Nathaniel Williams, permanent trustee of James Williams, filed in said cause the following petition, to wit:

In Baltimore county court, sitting in equity.

THOMAS & WHITE
vs.
DENNIS A. SMITH AND OTHERS.

To the honorable the Judges of Baltimore county court, sitting in equity:

The petition of Nathaniel Williams, permanent trustee of James Williams, an insolvent debtor, respectfully represents to your honors, that in the late argument in the case of this petitioner against Glenn and Perine, trustees, entitled in an action of Thomas and White against Dennis A. Smith and others, reliance was placed by the counsel of said Glenn and Perine on the copy of an award made by the commissioners under the Mexican treaty, on a petition or memorial which comprehended sundry claims, classed under the denomination of Oliver's claim; which award not being accompanied by the petition or memorial on which it was founded, nor by the particulars of the claim filed with the memorial, is so imperfect a representation of the cause before the commissioners, as not, in the opinion of this petitioner and his counsel, to justify this court in respecting it at all, and particularly in founding thereon any decree in behalf of the defence, and the same has been by this petitioner excepted to as legal or competent evidence for the purpose for which it has been adduced; that such award does not, as they conceive, decide the conflicting rights between the petitioner and the respondents, or any other conflicting claims between citizens of the United States, that the petitioner and his counsel are advised the commissioners aforesaid not only did not pretend to decide such conflicting claims, but actually refused to do so.

The petitioner further sets forth, that since the argument aforesaid he has discovered among the papers which were before the aforesaid commissioners, and which are now lodged in the Department of State of the United States, the memorial referred to, on which said award was grounded; in which memorial neither the late Robert Oliver nor his representatives set up any claim to be the assignee or owner of the share of the said James Williams in the aforesaid claim on the Mexican Government; that at the time of presenting the said memorial, the representatives of the said Oliver only assumed to act in regard to such claim under a power of attorney to the said Oliver from George Winchester, who represented himself to be permanent trustee of said Williams, and that no evidence was ever exhibited to the commissioners aforesaid that Robert Oliver was assignee or transferree, or owner of the share of James Williams, other than a signature of said representatives of said Oliver to a deed of trust in favor of Glenn and Perine, dated after the presentation of the memorial aforesaid, and on which last mentioned deed no petition or memorial was presented to the commissioners; that they in their award direct payment to be made to said Glenn and Perine for the benefit of whom it might concern; so that the award aforesaid, and of which a copy has been produced before this court, is imperfect, and not

sufficient whereon to ground any decree or judgment, in the absence of the memorial and claim on which said award was founded.

This petitioner further sets forth, that no such record can be complete or available to any legal purpose; but that the memorial and exhibits therein referred to are, as your honors are aware, and as is illustrated by kindred proceedings in prize causes, essential to make up a record in such cases; that the argument alluded to was gone into unadvisedly, and without due preparation on behalf of this petitioner; and that the paper referred to being the memorial presented on behalf of the Mexican company, has been discovered by this petitioner and his counsel since the said argument.

Inasmuch, therefore, as no formal decree, or any final or other decree has been tendered in the premises, and as new evidence has been discovered by this petitioner and his counsel since the argument, and that there was, at least on the part of this petitioner and his counsel, an oversight in regard to the fullness and completeness of the evidence as relates to said award, this petitioner respectfully prays your honors to direct this cause to be again referred to the auditor, for leave to both and all parties to produce further evidence competent and proper herein, as they may be able to produce in support of their respective pretensions and claims.

And your petitioner states that this application is not intended for delay; but, on the contrary, solely for the purpose of preparing the case at the earliest practicable period for a full and final decision.

And he further states, that from personal examination of said memorial and statement, made since the former argument, he is fully convinced that the same will afford important information as to the scope and effect of said award; and he further states, that the counsel by him retained in this case fully concur in these views. And he prays for such further relief, &c.

NATH'L WILLIAMS,
Permanent trustee of James Williams.
G. L. DULANY, *Solicitor.*

CITY OF BALTIMORE, *ss.*

On this 17th day of April, 1846, before the subscriber, a justice of the peace of the State of Maryland, in and for the city of Baltimore, personally appeared Nathaniel Williams, and made oath on the holy evangely of Almighty God that the contents of the foregoing petition are true, to the best of his knowledge and belief.

Sworn to before T. HANSON BELT.

And afterwards, to wit, on the twentieth day of April, in the year last aforesaid, George M. Gill, trustee of Lyde Goodwin, by his said solicitors, filed in said cause the following exceptions to the auditor's account H, to wit:

Baltimore county court, sitting in equity.

THOMAS & WHITE
vs.
DENNIS A. SMITH AND OTHERS.

The exceptions of George M. Gill, permanent trustee of Lyde Goodwin, to the report and account of the special auditor, John Carrere, heretofore filed in this cause on the 13th April, 1846, marked (H.)

1st. This acceptant objects to said report and account, for that the said auditor has therein awarded to Thomas M. Gibbes, Charles Oliver, and Thomas S. Oliver, executors of Robert Oliver, the sum of $64,241 60 in certificates, and in money the sum of $24,482 57, amounting in the whole to the sum of $88,724 17, the same being for the interest on shares of Lyde Goodwin, John Gooding, and James Williams in the Mexican Company of Baltimore; whereas the interest or share of Lyde Goodwin in said company ought to have been awarded to this exceptant as permanent trustee of said Goodwin, it appearing upon the proceedings and proof in the cause that the said executors have no title or just claim to the said share or interest.

2d. This exceptant further objects to said report and account, for that the said auditor has awarded to said executors the further sum of $2,124 89¼ in certificates, and in money $736 98⅞, amounting in the whole to the sum of $2,861 88, for and on account of four-sevenths of the amount retained in the hands of the trustee to meet the claim of James W. McCulloh as surviving trustee of George P. Stevenson; whereas it does not appear upon the proceedings and proof in the cause that the said executors are entitled to any portion of the said sum of $2,861 88.

3d. And this exceptant objects to said report and account, for that the said auditor, upon the proceedings and proof in the case, ought to have awarded in said report and account the share or interest of Lyde Goodwin in the Baltimore Mexican Company to this exceptant as permanent trustee aforesaid, and not to said executors as aforesaid.

4th. And, finally, for other good and sufficient reasons appearing upon the face of the proceedings in the cause, this exceptant objects to said report and account, for that the same is defective, erroneous, and otherwise imperfect, and ought not to be ratified and confirmed by this court, and this exceptant therefore prays that the same may be disallowed in the particulars aforesaid, &c.

T. P. ALRICKS, G. L. DULANY,
Solicitors for Gill, trustee of Goodwin.

And on the same twentieth day of April, James W. McCulloh, surviving trustee of George P. Stevenson, by G. L. Dulany and T. P. Alricks, esquires, his solicitors, filed in said cause exceptions to auditor's report and account H, as follows, to wit:

Baltimore county court, sitting in equity.

THOMAS & WHITE
vs.
DENNIS A. SMITH AND OTHERS.

Exceptions of James W. McCulloh, surviving trustee of George P. Stevenson, to the report and account of the special auditor, John Carrere, heretofore filed in this cause on the 13th April, 1846, marked H.

This exceptant objects to such report and account, for that the said auditor has therein awarded to Robert M. Gibbes, Charles Oliver, and Thomas S. Oliver, executors of Robert Oliver, the sum of $2,124 89$\frac{1}{7}$ in certificates, and in money $736 98$\frac{6}{7}$, amounting in the whole to $2,861 88, on account of four-sevenths of the interest or share of George P. Stevenson in the Baltimore Mexican Company; and also to Benjamin C. Howard and others, trustees of Hollins and McBlair, for one-seventh of said Stevenson's share or interest, the sum of $531 22$\frac{2}{7}$ in certificates, and in money $184 24$\frac{5}{7}$, amounting in the whole to $715 47; and also to John Sullivan, for one-seventh of said Stevenson's share or interest, an equal sum of $531 22$\frac{2}{7}$ in certificates, and in money $184 24$\frac{5}{7}$, amounting to $715 47; and also to the United States, for one-seventh of said Stevenson's interest, in certificates, $531 22$\frac{2}{7}$, and in money $184 24$\frac{5}{7}$, amounting to $715 47; whereas, upon the proceedings and proof in the cause, the said share or interest of the said Stevenson in said company ought not so to have been awarded and distributed.

2d. And this exceptant objects to said report and account, for that the said special auditor has awarded and distributed the whole share or interest of said Stevenson in said company as aforesaid; whereas, upon the proceedings and proof in the cause, the whole amount of the interest or share of said Stevenson should have been awarded in said report and account to this exceptant as surviving trustee aforesaid.

3d. And, finally, this exceptant further objects to said report and account, for other good and sufficient reasons apparent upon the face of the proceedings in the cause. And the same being manifestly erroneous, defective, and otherwise imperfect, this exceptant prays that the same may not be ratified and confirmed, but that the same may be disallowed by this honorable court.

G. L. DULANY, T. P. ALRICKS,
Solicitors for McCulloh.

And on the same twentieth day of April, the said James W. McCulloh, surviving trustee of George P. Stevenson, by his said solicitors, filed in said cause exceptions to auditor's report and account I, as follows, to wit:

Baltimore county court, sitting in equity.

THOMAS & WHITE
vs.
DENNIS A. SMITH AND OTHERS.

Exceptions of James W. McCulloh, surviving trustee of George P. Stevenson, to the report and account of John Carrere, special auditor, filed in this cause on the 13th April, 1846, and marked (I.)

This exceptant objects to said report and account, for that the said auditor has therein awarded to Philip E. Thomas and John White the sum of $531 93 in certificates, and the sum of $64 75 in cash, the same being on account of a portion of the share or interest of George P. Stevenson in the Baltimore Mexican Company; whereas, upon the proceedings and proofs in the cause, the said several sums ought to have been awarded to this exceptant as surviving trustee aforesaid.

2d. And this exceptant further objects to said report and account, for that said auditor ought to have awarded the said interest or share of said Stevenson to this exceptant.

3d. And for other good and sufficient reasons, apparent upon the face of the proceedings in the cause, this exceptant objects to said report and account, for that the same is otherwise defective, erroneous, and imperfect, and ought not to be ratified and confirmed; and he therefore prays that the same may be disallowed by this honorable court.

T. P. ALRICKS, G. L. DULANY,
Solicitors for McCulloh.

And afterwards, to wit, on the twenty-first day of April, in the year last aforesaid, the executors of Robert Oliver and Messrs. Glenn and Perine, by their said solicitor, file in said cause exceptions to auditor's accounts G, H, and I, as follows, to wit:

In Baltimore county court—in equity.

PHILIP E. THOMAS AND JOHN WHITE, trustees,
vs.
DENNIS A. SMITH AND OTHERS.

Robert M. Gibbes, Charles Oliver, and Thomas Oliver, executors of Robert Oliver, deceased, and John Glenn and David M. Perine, trustees in said case, except to so much of the auditor's accounts, G and H and I, filed on the 7th and 13th of April, 1846, as allows anything whatever to George M. Gill, trustee of Lyde Goodwin.

REVERDY JOHNSON, *for Exceptants.*

And on the same twenty-first day of April, George M. Gill, permanent trustee of Lyde Goodwin, filed in said cause the following petition, to wit:

In Baltimore county court, sitting as a court of equity.

THOMAS & WHITE
vs.
DENNIS A. SMITH AND OTHERS.

To the honorable the judges of Baltimore county court, sitting as a court of equity.

The petition of George M. Gill, permanent trustee of Lyde Goodwin, an insolvent debtor, respectfully represents, that the papers heretofore filed in this cause by the executors of Robert Oliver, and John Glenn, and David M. Perine, trustees, purporting to be copies of certain parts of the proceedings before the commissioners under the Mexican treaty, are not copies of all the said proceedings, nor of such parts thereof as are necessary to a full and complete understanding of the award and decision of the said commissioners: that the memorial filed before the said commissioners, and the exhibits attached to the said memorial, and which are essential to a proper understanding of the award of the said commissioners, have not been produced in evidence, nor have certified copies thereof *have* been filed as evidence in this cause. And your petitioner has been advised and believes, and therefore charges, that there is no proper or legal evidence in this cause of the record of the said proceedings, and no evidence of any award or judgment of the said commissioners which can legally operate as a bar against the claim of this petitioner to the share in the Mexican expedition which belonged to the said Lyde Goodwin at the time when he applied for the benefit of the insolvent laws of the State of Maryland. This petitioner further represents, that it was supposed by the petitioner and his counsel, it may be erroneously, that it was incumbent on the executors of the said Robert Oliver, and on the said John Glenn and David M. Perine, to produce in evidence the full and complete record of the said proceedings before the said commissioners, as they relied upon the award of the said commissioners in bar of the claim of this petitioner; and it was also supposed, it may be erroneously, that no award of the said commissioners, made under any state of circumstances, could be conclusive and binding upon this petitioner; and hence, unadvisedly, and without due deliberation, the said cause was set down for hearing without any knowledge on the part of this petitioner of the contents of the memorial, and exhibits, and other proceedings before the said commissioners, except such as have heretofore been filed in this cause; that since the argument in this cause, and the filing of the opinion by this honorable court in this cause, your petitioner and his counsel, finding that it had become necessary to make a full examination into the said proceedings, have caused the same to be made, and have discovered and ascertained, that in the said memorial neither the said Robert Oliver nor his executors claimed to be the assignee or owner of the said share of the said Lyde Goodwin to the said expedition; but only assumed to act in reference to such share under a power of attorney to Robert Oliver from the said Lyde Goodwin. And this petitioner further represents, that he

has been informed, and verily believes, that it will appear from a full record of the said proceedings before the said commissioners, that the said commissioners did not in point of fact decide, and did not intend to decide, that the executors of Robert Oliver were entitled, as assignee of Lyde Goodwin, to the share in the said expedition which belonged to him, the said Lyde Goodwin. This petitioner further states, that his object in filing the petition is not for delay, but to have this cause tried upon its full merits, and to enable him to obtain and file as evidence in this cause a full and complete record of all the proceedings before the said Mexican commissioners. Your petitioner therefore prays that further time may be granted to him, to enable him to obtain the said record, and that the cause may be remanded to the auditor, &c.

GEORGE M. GILL.

STATE OF MARYLAND, *city of Baltimore, sc.*

On this twenty-first day of April, in the year one thousand eight hundred and forty-six, personally appeared before the subscriber, a justice of the peace of the State of Maryland, in and for the city of Baltimore, George M. Gill, and made oath on the holy evangely of Almighty God, that the matters, facts, and things stated in the foregoing petition are just and true, as they stand stated.

SAML. PURVIANCE.

And afterwards, to wit, on the twenty-second day of April, in the year last aforesaid, Nathaniel Williams, trustee of John Gooding and of James Williams, filed in said cause the following exceptions to the last report of the auditor, and especially to his report marked H, to wit:

In Baltimore county court.

THOMAS & WHITE
vs.
D. A. SMITH and others. } In equity.

To the honorable the judges of Baltimore county court.

The subscriber, petitioner against Glenn and Perine, respondents, takes leave to except to the last report of the auditor, especially to his report marked H, for these reasons:

1st. Because by that report he has awarded the funds and certificates, which were awarded by the commissioners, or were paid and issued on the claim originally belonging to John Gooding, or to the estate of said Gooding, to the representatives or executors of Robert Oliver, (Gibbes and others;) whereas the estate ought to have been awarded to this petitioner as permanent trustee of said John Gooding, an insolvent debtor.

2d. Because by that report, marked H, the auditor has awarded to the aforesaid Gibbes and others, executors of Robert Oliver, the share and proportion of the funds and certificates, which were paid and issued, pursuant to an award of the commissioners under the Mexican treaty, on account of the share and interest or claim of James Williams;

whereas the same ought to have been awarded to this petitioner as permanent trustee of James Williams, an insolvent debtor.

3rd. Because the aforesaid report of the said auditor is, in other respects and in divers particulars, erroneous and defective.

NATH'L WILLIAMS,
Trustee of John Gooding and trustee of James Williams.

And on the same twenty-second day of April, the said Nathaniel Williams, trustee as last aforesaid, filed in said cause exceptions to the admission of evidence as follows, to wit:

In Baltimore county court.

THOMAS & WHITE
vs.
D. A. SMITH and others. } In equity.

To the honorable the judges of Baltimore county court.

The subscriber, petitioner against Glenn and Perine, &c., in the above case, takes leave to except to the admission for use as evidence of a copy of the award made by the commissioners under the Mexican treaty, on which reliance was placed in argument by the counsel for the respondents:

1st. Because the aforesaid copy has not been certified or proved to be a correct copy of the award furnished in this case of the Mexican company, in "Oliver's case," but is merely referred to as an exhibit to a return or petition filed on the 4th of Sept., 1843, by the said Glenn and Perine, respondents.

2d. Because, the aforesaid copy is not accompanied by the petition or memorial on which the same was founded; and without such paper, the copy of the award would not be legal or competent evidence in this case, even if duly certified to be a true copy in or otherwise proved.

3rd. Because, even if the copy of the award, filed as aforesaid, were competent evidence for any purpose, it was not such evidence in a conflict between this petitioner, and the executors of Robert Oliver.

4th. Because, even if the aforesaid copy were competent evidence, for any purpose, it cannot be conclusive evidence against this petitioner, or go to establish that this petitioner is not legally and lawfully entitled to the shares or proportions of the same, awarded on account of the interests respondents formerly held by John Gooding and James Williams.

5th. Because for other reasons and considerations, no reliance ought to be placed by this honorable court on the aforesaid pretended copy of the award aforesaid, so far as regards this petitioner.

NATH'L WILLIAMS,
Trustee of John Gooding and trustee of James Williams.

And afterwards, to wit, on the 25th day of April, in the year last aforesaid, the following order for rule hearing of the petitions and ex-

ceptions of Nathaniel Williams, trustee of John Gooding and of James Williams, and of George M. Gill, trustee of Lyde Goodwin, was filed in said cause to wit:

Baltimore county court.

THOMAS & WHITE
vs.
DENNIS SMITH and others. } Equity side.

Ordered this 25th April, 1846, that in the matter of the petitions and exceptions filed in the above case, since the argument of the same by Nathaniel Williams, permanent trustee of John Gooding and James Williams, respectively, and by George M. Gill, permanent trustee of Lyde Goodwin, stand for hearing on Saturday, the 2d of May next, provided, a copy of this order be served on John Glenn and David M. Perine, and the executors of Robert Oliver, or their solicitor, on or before the 27th instant.

JNO. C. LEGRAND.

Upon which said order was thus written, to wit: "Service of copy of above order, admitted."

27th April, 1846. REVERDY JOHNSON.

The said cause so standing was continued from term to term, until the first day of December next. At which said term, to wit, on the fourth day of December, in the year last aforesaid, George M. Gill, permanent trustee of Lyde Goodwin, by his said solicitors, filed in said cause the following supplemental petition, to wit:

To the honorable the judges of Baltimore county court, sitting as a court of equity.

The supplementary petition of George M. Gill, permanent trustee of Lyde Goodwin, respectfully states, that since the filing of the last petition of this petitioner, praying that he may have leave to furnish documents of the proceedings before the commissioners under the treaty between Mexico and the United States of North America, he, your petitioner, has obtained from the State Department of the United States of North America, certified copies of certain proceedings before the said commissioners, which were returned by them to the said Departments, and which are herewith brought into court, and filed as part of this petition, marked (A,) (B,) (C,) & (D,) which said proceedings are connected with the copies of the said proceedings heretofore filed in this cause by John Glenn and David M. Perine, and the executors of Robert Oliver deceased, and are necessary and essential, as this petitioner believes, to a full and complete understanding of the same. Your petitioner has been advised to obtain the said copies, comprising as they do the copies of the memorial and claims filed before the said commissioners, in relation to the matters in dispute in this cause, and of the award of the said commissioners, and forming, as this petitioner believes, when taken in connexion with the copies of

the said proceedings heretofore filed in this case, as full and complete a record of the proceedings before the said commissioners, so far as they relate to the matters in dispute in this case, as can be obtained. Your petitioner, therefore prays, that the said copies may be received as evidence in this case, and that such further steps may be taken as may be necessary and proper under the circumstances of this case.

G. L. DULANY, T. P. ALRICKS,
Sol'rs for Petitioners.

And on the same fourth day of December, Nathaniel Williams, permanent trustee of James Williams, by Grafton L. Dulany, esquire, his solicitor, filed in said cause the following supplemental petition, to wit:

In Chancery.

In the case of WHITE & THOMAS
vs.
D. A. SMITH and others.

To the honorable the judges of Baltimore county court.

The supplementary petition of Nathaniel Williams, permanent trustee of James Williams, an insolvent debtor, respectfully represents, that in a previous petition in this case he set forth the existence of papers which he asked leave to produce and file herein; that since the filing of said last petition he has obtained the papers referred to, and the same have been filed among the proceedings, marked respectively A, B, C, D. And this petitioner now prays your honors that the papers aforesaid may be admitted into this cause, to have the like and any other proper effect, as if the same had been filed with the first and original petition of this petitioner for rehearing in this case. And as in duty, &c.

G. L. DULANY.
NATH'L WILLIAMS,
Trustee, &c.

G. L. DULANY,
Sol'r for Petitioner.

And on the same fourth day of December, the said Nathaniel Williams, permanent trustee of John Gooding, by Grafton L. Dulany, esquire, his said solicitor, filed in said cause the following supplemental petition, to wit:

In chancery.

In the case of WHITE & THOMAS
vs.
D. A. SMITH and others.

To the honorable the judges of Baltimore county court.

The supplementary petition of Nathaniel Williams, permanent trustee of John Gooding, an insolvent debtor, respectfully represents, that in a previous petition in this case he set forth the existence of papers which he asked leave to produce and file herein; that since the

filing of said last petition he has obtained the papers referred to, and the same have been filed among the proceedings, marked respectively A, B, C, D. And this petitioner now prays your honors that the papers aforesaid may be admitted into this cause, to have the like and any other proper effect, as if the same had been filed with the first original petition for rehearing of this petitioner in this cause. And as in duty, &c.

G. L. DULANY,
NATH'L WILLIAMS,
Trustee, &c.

G. L. DULANY,
Sol'r for Petitioner.

And on the same fourth day of December, the executors of Robert Oliver, by their said solicitor, filed in said cause objections to the introduction of additional evidence, as follows, to wit:

To the honorable the judges of Baltimore county court, sitting in equity.

In the case of Thomas & White, and Glenn & Perine, and others, the solicitor of Oliver's executors protests, in their behalf, against the introduction of the additional evidence prayed by the petitions of Gill as trustee of Lyde Goodwin, and of Williams as trustee of Gooding & Williams, of 21st of April, 1846, and of this date, to be admitted, because it is too late to produce such new evidence.

Second. Because no affidavits are filed on or with said petitions, that said evidence was not known to exist before the hearing of the case, and the decision of the court of 23rd March, 1846, and could not have been then or before produced.

Third. Because said petitioners did know, or was bound to know, that said evidence did exist, and could have been produced at or before such hearing and decision; and

Fourth. Because the introduction of such evidence now would be against the practice and principles of a court of chancery.

REVERDY JOHNSON,
for Oliver's ex'rs.

Balt., 4 *Dec.*, 1846.

And afterwards, to wit, on the fifth day of December, in the year last aforesaid, John M. Gordon, permanent trustee of John W. Stump, and Hannah C. Williams, administratrix of James W. Williams, by William Schley, esquire, their solicitor, filed in said cause exceptions to the auditor's report and accounts G, and H, as follows, to wit:

In Baltimore county court, sitting as a court of equity.

THOMAS & WHITE
vs.
DENNIS A. SMITH and others.

Exceptions taken by John M. Gordon, permanent trustee of John W. Stump, an insolvent debtor, and by Hannah C. Williams, administratrix of James W. Williams, deceased, to the audits of John Carrere, esq., special auditor in the above case, marked respectively G and H,

and which have not yet been ratified, and to prevent the ratification of which said audits, or of either of them, these exceptions are filed.

1st. These exceptants except to said audit marked G, and also to said audit marked H, in this, to wit, that although it is established by the uncontroverted evidence in the cause that one-half of the share accruing in right of James Williams, in the proceedings in said case named, belonged to said James W. Williams in his lifetime, and said John W. Stump, as co-partners, under the name of Stump & Williams, by a valid title; and whose said valid title is now vested in these exceptants, (claiming, as between themselves, equally,) and on the foundation of which said title these exceptants have made claim to said one-half of said share; yet the said share, in and by said audits, is allotted entirely to the executors of Robert Oliver, deceased; instead of being allotted, as said share ought to have been allotted, to these exceptants, as to one-half thereof; and as to the other half thereof, to such person or persons as may rightfully be entitled to the same.

WM. SCHLEY,
Sol'r for said exceptants.

And on the same fifth day of December, the following agreement of parties was filed in said cause, to wit:

In Baltimore county court.

THOMAS & WHITE
vs.
DENNIS A. SMITH and others. } In equity.

It is agreed, that after the decision of the motion now pending before the court, for leave to introduce further testimony, (and to which decision, when made, the right of appeal is reserved to all parties interested in said motion) the court shall proceed at once, without further argument, to decide the several exceptions to the audit G and H, and, if the court shall decide to admit the further testimony to be given, as proposed, then the documents filed as a part of said motion are to be considered in the cause in deciding upon said exceptions in the same manner, and to have the same effect as if actually given in a formal manner.

And if the court should decide to reconsider the opinion heretofore expressed, that then the court shall pronounce its final decree, and direct the distribution of the fund according to its views, without further argument; reserving, however, to all parties interested, the right of appeal from said decree.

G. L. DULANY,
T. P. ALRICKS,
Solicitors for George M. Gill, permanent trustee of Lyde Goodwin and James W. McCulloh, assignee of George P. Stevenson.
WM. SCHLEY,
Solicitor for John M. Gordon, permanent trustee of John W. Stump, and for Hannah C. Williams, adm'x of James W. Williams.

G. L. DULANY,
WM. SCHLEY,
Sol'rs for Nathaniel Williams, trustee of James Williams, and trustee of John Gooding.
REVERDY JOHNSON,
for Glenn & Perine, and Oliver's ex'rs, and others, claiming under the deed to Glenn & Perine.

And on the same fifth day of December, the following opinion of the court and decree were filed in said cause, to wit:

In Baltimore county court.

THOMAS & WHITE
vs.
DENNIS A. SMITH et al. } In equity.

On the 23d March last, this court delivered an opinion in regard to the rights of the several claimants of the fund, and passed an order directing the auditor to state an account in conformity with the principles declared in the opinion, and stated in said order the intention to ratify such account when it should be reported. The auditor reported accounts "G" and "H," to the ratification of either of which objections were filed. Subsequently, during the month of April, petitions were filed asking a rehearing, and leave to introduce additional testimony.

The questions which arise out of this state of facts, are those which the court are now called upon to decide. By agreement signed by the parties, it is agreed the court shall decide all these questions, and without further argument pronounce its decree, distributing the fund to the parties entitled to it.

On behalf of the executors of Robert Oliver, it is contended, that the order of the 23d of March is a decretal, and not an interlocutory order, and that as the term at which it was passed expired before any petition was filed for a rehearing of it, this court has no control over it; that it can only be reconsidered and amended by appeal or bill of revivor.

According to the equity rules of Baltimore county court, the term at which the order was passed expired on the 30th of March. Our court of appeals have decided in the case of Burch et al. vs. Scott, 1 Gill & Johnson, 393, that a decree is to be considered and taken as enrolled when it is signed by the chancellor and filed by the register, and the term has elapsed during which it was made; if, therefore, the order of the 23d of March be decretal in its character, it was beyond the control of the court when the petitions were filed asking a rehearing; Daniels' Chancery Practice, 3 vol. 116, (5 Law and Equity, Lib. 69.)

And this presents the inquiry, whether the order of the 23d of March was decretal in its character? The case had been fully argued, and the court filed an opinion expressive of its views in regard to the merits of the claims presented, and ordered the auditor to state an account agreeably thereto, reserving the question of costs for the future opinion of the court. In the able work on chancery practice already quoted, 2d vol.,

638, it is said, "when a decree does not reserve the consideration of the points of equity, arising upon the determination of the legal rights of the parties, or of the further directions consequent upon the master's report, or the costs of the suit, it is said to be "a final decree, and," &c.

The order of the 23d of March does expressly reserve the question of costs, and therefore is not a final decree according to the definition of Daniel; but it is supposed, that whatever the law may be elsewhere, since the decision of Thompson vs. McKim, 7 H. & J., 301, in Maryland such an order is final and conclusive. In that case the court held the order final as against Thompson, because it decided that he had no right to the fund which was thereby ordered to be brought into court; but the order heretofore passed in this cause is not of such a character. It is true, it was preceded by the opinion of the court expressive of its intention to do a certain thing, but until the thing was done there was nothing final or conclusive on the parties. It was identical with what was done in the case of Hagthorp vs. Hook, 1 Gill & John., 270: that cause had been set down for hearing; the chancellor after argument of counsel, proceeded to discuss many rules and principles of equity, and a great variety of facts, as applicable to the subject under consideration, and announced his intention at some future day to decree accordingly; to enable him to do so he referred the cause to the auditor to state an account in conformity with his views. An appeal was taken in this state of the cause, and upon a motion to dismiss, it was held, that the order in question did not settle or materially effect all or any of the rights or interests in controversy, so as to make it a decretal order, from which an appeal would lie; that it was a mere preparative to the decision of the cause, and not decretal; and that it was only from what the chancellor had done, that is, adjudged or decreed, and not from what he intends to do, that an appeal will lie. See also Snowden vs. Dorsey, 6 H. & J., 114; Roberts vs. Salisbury, 3 G. & J., 425. From these authorities it is manifest there was nothing done by the order of the 23d March, which prevents the court from reconsidering the views expressed in its opinion of that date. The application to introduce additional testimony stands on an entirely different footing. The practice of the court requires parties should use proper diligence in the procurement of testimony, and if they neglect to do what is clearly within their power reasonably to do, the court will not allow it to be done at a stage of the cause which necessarily requires a re-examination of the whole matter in dispute. In the case under consideration, the parties petitioning were duly admonished of the necessity of the proofs which they now desire to offer, and they were informed by the 6th section of the act of Congress where they were to be found if they had any existence.

With such notice to the parties, to allow of the introduction of the evidence, would be to countenance a practice calculated to produce serious mischiefs.

Besides these reasons for refusing this prayer of the petitioners, their application is not sustained by affidavit, stating they had used due diligence to procure the evidence they now offer.

In the opinion of the court filed on the 23d March, it was held that the act of 1841, chapter 309, did not cure the defect in the title of Oliver to the shares of James Williams and John Gooding, because that act only applied to the acts of permanent trustees "duly and legally appointed," and as the board of insolvent commissioners were in the exercise of a special jusisdiction, they had no right to appoint Winchester permanent trustee of the above mentioned insolvents, because it did not appear that he had been recommended by their creditors, as required by the act of 1816, ch. 221. It would seem from a case not cited at the former argument, but which has since fallen under the observation of the court, that it has been said by the court of appeals, "discharges under the insolvent laws are not liable to the objections usually relied on against proceedings of persons limited by special authorities," 5 H. & J., 181. If this be so, then the fact that the notice to creditors was given, and the appointment of a trustee thereafter made in due course of time, would induce the presumption that the creditors had made the required recommendation, and if so, then the act of 1841, ch. 221, is applicable to the doings of Winchester. Looking to the uniform course of legislation of this State, and the recognition of it by our courts, such acts must now be regarded as a rightful exercise of the legislative power.

The representatives of James W. Williams and of John W. Stump, claim each one-fourth of the share known as the share of James Williams.

Since the filing of the bill in this cause the interest of Stump and Williams in the share has been made to appear by the most indubitable evidence; but the question is, can this claim obtain against an innocent purchaser without notice? I do not deem it essential to inquire whether the parties were part owners or partners. Stump and Williams allowed James Williams to appear on the Books of the Baltimore Mexican Company as the sole owner of the share, and to hold himself out to the world in the same light, until the taking of the testimony in this cause. As against the permanent trustee of James Williams, their claim might be sustained, but cannot be against an innocent purchaser without notice, who, owing to the conduct of Stump and Williams, was induced in common with the rest of the world to regard James Williams as the sole proprietor of the share. Wherever the question is, who is to suffer, as between two parties of equal rights—the one whose conduct has induced the loss, it has been uniformly held, must bear it.

The Mexican company was originarly constituted of ten members, each of whom agreed to furnish a certain amount; one of them, George P. Stevenson, after contributing a portion of his quota, refused to comply with the terms of the agreement by furnishing the residue, and he retired from the company. Eight of the remaining nine members of the company undertook, and actually did, furnish the sum which Stevenson had failed to supply.

Looking to the testimony in the cause, and to the non-compliance of Stevenson with the stipulations of the agreement into which he had entered, it seems to be manifest it was his opinion his interest would be

better subserved by forfeiting what he had already contributed to the fund, than to furnish the balance of the required amount, and even the risk of ever getting any thing from so perilous an adventure. This seems to have been the light in which his acts were regarded at the time, and must be so now. That part of the fund which has been reserved to meet any claim of his representatives, must be distributed to the shares, the owners of which supplied his deficiency. These views dispose of all the questions in the cause, except those relating to the share originally owned by Lyde Goodwin.

The act of 1841, ch. 309, has no application to that share; it only perfects the sales of permanent trustees who have failed to give bond, or whose sales have not been ratified. The case of Kennedy vs. Boggs, 5 H. & J., 407, settles the doctrine that prior to the act of 1829, ch. 208, the title of the insolvent did not vest in his provisional trustee; therefore, the assignment of George I. Brown, provisional trustee of Lyde Goodwin, could not confer title on Oliver, nor could the subsequent act of Goodwin himself; for, as observed in the opinion heretofore filed in this case, although the insolvent laws did not divest out of the insolvent the legal title until the permanent trustee was appointed, yet it worked a statutory injunction on the insolvent, and restrained him from disposing of his estate; that it was to be held for the benefit of his creditors. If this be so, then the next inquiry is, whether the award of the commissioners is conclusive against the permanent trustee of Goodwin?

In the opinion heretofore filed, the court held it to be so. That opinion was founded on the difference between the language of the treaty with Spain, (which was passed upon by the Supreme Court of the United States, in 1 Peters, 212,) and that of the treaty with Mexico, concluded in 1839, and that of the acts of Congress passed to carry them into effect. It was believed the difference was so great as to make the decision of the Supreme Court under the Spanish treaty inapplicable to the powers conferred upon the commissioners under the Mexican treaty; but it seems from a more recent decision of the Supreme Court, the difference in the language did not work an enlargement of the powers of the commissioners. In the case of Frerall vs. Bache, 14 Peters, 95, the court consider the effect of an award under the treaty with France of 1841, and the act of Congress passed to carry it into effect. That treaty and act of Congress is distinguished from the Spanish treaty by all the characteristics which separated the Mexican treaty from it; and it seems the learned counsel who argued the case for the appellants supposed, as this court did in the opinion heretofore filed in the decision in 1 Peters, 212, to be inapplicable, because of the difference between the language of the two treaties and acts of Congress. Chief Justice Taney, in delivering the opinion of the court, says (when considering the conclusiveness of the award) upon this "question the court have entertained no doubt. This case cannot, we think, be distinguished from the cases of Comegys vs. Vasse, 1 Peters, 212; and Sheppard and others vs.

Taylor and others, 5 Peters, 710. It has been argued on the part of the appellee, that these cases were decided under the treaty with Spain, and that the language of that treaty, and of the act of Congress creating the board of commissioners under it, differs materially from the treaty and act of Congress under consideration, when defining the powers of the board. It is true there is a difference in the words used, but in our judgment they mean the same thing. The rules by which the board is directed to govern itself in deciding the cases that come before it, and the manner in which it was constituted and organized, show the purposes for which it was created. It was established for the purpose of deciding what claims were entitled to share in the indemnity promised by the treaty; and they of course awarded the amount to such persons as appeared, from the papers before them, to be the rightful claimant. But there is nothing in the frame of the law establishing this board, or in the manner of constituting and organizing it, that would lead us to infer that larger powers were intended to be given than those conferred upon the commissioners under the Spanish treaty."

Regarding the decision of the Supreme Court as settling the question, the share of Lyde Goodwin must go to his permanent trustee. As stated in the opinion of the 23d of March, the claim of five per centum is against the Mexican company, and could not in any event be affected by the award; but after the decision just quoted from 14 Peters, the award does not conclude it.

There have been several exceptions filed to accounts "G & H, and also petitions for leave to introduce new testimony. As it is the intention of the court, in conformity with the agreement of the parties, to finally decide the matters in controversy, all the exceptions and prayers in said petitions will be overruled and the accounts rejected, and such decree passed as is in conformity with its views. Having had the aid of the auditor of the court, the state of the fund is ascertained to be as follows: there is held to meet the claim of Lyde Goodwin representatives for five per cent. commission, in certificates $13,791 42, and in money $5,169 86; to meet the claim of J. W. McCulloh, trustee of George P. Stevenson, for an alleged interest in the fund, in certificates $3,718 56, and in money $1,289 73; to meet the claim of the parties entitled to the shares originally of Lyde Goodwin, John Gooding, and James Williams, in certificates $64,241 60, and in money $24,695 30, making the whole fund for distribution $112,906 47.

This being the case, it is thereupon this fifth day of December, 1846, by Baltimore county court, sitting as a court of equity, and by the authority thereof, ordered, adjudged and decreed, that accounts of the auditor "G" & "H," the several exceptions thereto, and the prayers of the several petitions asking leave to introduce additional testimony, be and the same are hereby overruled and rejected; and it is further ordered, adjudged, and decreed, that the fund now in the hands of the trustees, Perine and Glenn, be distributed as follows: to Augustus W. Bradford, for clerk's fee, &c., as per auditor's account "H," fifty-three dollars and seventy-five cents, and the sum of eighteen dollars and eighty-five cents for costs accruing since the

stating of account "H;" to John Carrere, for auditor's fee, four dollars and sixty-seven cents; to Augustus W. Bradford, one hundred and ninety dollars and nine cents, for one per cent. tax; to George M. Gill, permanent trustee of Lyde Goodwin, for 5 per cent. commission on the whole amount awarded to the trustees, in certificates thirteen thousand seven hundred and ninety-one dollars and forty-two cents, and in money five thousand one hundred and thirty-eight dollars and seventy-five cents; to Charles Oliver, Robert M. Gibbes, and Thomas Oliver, executors of Robert Oliver, for the shares of John Gooding and James Williams, in certificates forty-two thousand eight hundred and twenty-seven dollars and seventy-three and a third cents, and in money sixteen thousand three hundred and twenty-one dollars and seventy-one cents; to George M. Gill, permanent trustee of Lyde Goodwin, for the share of Goodwin, in certificates twenty-one thousand four hundred and thirteen dollars and eighty-six cents, and in money, eight thousand one hundred and sixty dollars and eighty-five cents; to Robert M. Gibbes, Charles Oliver, and Thomas Oliver, executors of Robert Oliver, for 3-7 of the amount retained to meet the claim of McCulloh, trustee of George P. Stevenson, in certificates one thousand five hundred and ninety-three dollars and sixty-seven cents, and in money five hundred and forty-two dollars and sixty-six cents; to George M. Gill, permanent trustee of Lyde Goodwin, for 1-7 of fund reserved to meet the claim of McCulloh, trustee of George P. Stevenson, in certificates five hundred and thirty-one dollars and twenty-two cents, and in money one hundred and eighty dollars and eighty-eight cents; to Benjamin C. Howard, and others, trustees of Hollins & McBlair, for 1-7 of fund reserved to meet the aforesaid claim of McCulloh, in certificates, five hundred and thirty-one dollars and twenty-two cents, and in money, one hundred and eighty dollars and eighty-eight cents; to John Sullivan, for 1-7 of the fund reserved to meet the aforesaid claim of McCulloh, in certificates five hundred and thirty-one dollars and twenty two cents, and in money one hundred and eighty dollars and eighty-eight cents; to the United States, for Thomas Sheppard's 1-7 of the aforesaid so reserved fund, in certificates five hundred and thirty-one dollars and twenty-two cents, and in money one hundred and eighty dollars and eighty-eight cents.

JNO. C. LEGRAND.

Since the above opinion was written, 1 Gill's Reports have been published, from which it appears, that in the case of Bowie vs. Jones, 208, the case in 5 H. & J., 181, is fully recognised and its doctrine reasserted. J. C. L.

And afterwards, to wit, on the thirtieth day of December, in the year last aforesaid, the following prayer of appeal was filed in said cause, to wit:

Baltimore county court.—In equity.

THOMAS & WHITE
vs.
D. A. SMITH et al.

From the decree of December 5th, 1846, in this case, as far as it

Taylor and others, 5 Peters, 710. It has been argued on the part of the appellee, that these cases were decided under the treaty with Spain, and that the language of that treaty, and of the act of Congress creating the board of commissioners under it, differs materially from the treaty and act of Congress under consideration, when defining the powers of the board. It is true there is a difference in the words used, but in our judgment they mean the same thing. The rules by which the board is directed to govern itself in deciding the cases that come before it, and the manner in which it was constituted and organized, show the purposes for which it was created. It was established for the purpose of deciding what claims were entitled to share in the indemnity promised by the treaty; and they of course awarded the amount to such persons as appeared, from the papers before them, to be the rightful claimant. But there is nothing in the frame of the law establishing this board, or in the manner of constituting and organizing it, that would lead us to infer that larger powers were intended to be given than those conferred upon the commissioners under the Spanish treaty."

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This being the case, it is thereupon this fifth day of December, 1846, by Baltimore county court, sitting as a court of equity, and by the authority thereof, ordered, adjudged and decreed, that accounts of the auditor "G" & "H," the several exceptions thereto, and the prayers of the several petitions asking leave to introduce additional testimony, be and the same are hereby overruled and rejected; and it is further ordered, adjudged, and decreed, that the fund now in the hands of the trustees, Perine and Glenn, be distributed as follows: to Augustus W. Bradford, for clerk's fee, &c., as per auditor's account "H," fifty-three dollars and seventy-five cents, and the sum of eighteen dollars and eighty-five cents for costs accruing since the

stating of account "H;" to John Carrere, for auditor's fee, four dollars and sixty-seven cents; to Augustus W. Bradford, one hundred and ninety dollars and nine cents, for one per cent. tax; to George M. Gill, permanent trustee of Lyde Goodwin, for 5 per cent. commission on the whole amount awarded to the trustees, in certificates thirteen thousand seven hundred and ninety-one dollars and forty-two cents, and in money five thousand one hundred and thirty-eight dollars and seventy-five cents; to Charles Oliver, Robert M. Gibbes, and Thomas Oliver, executors of Robert Oliver, for the shares of John Gooding and James Williams, in certificates forty-two thousand eight hundred and twenty-seven dollars and seventy-three and a third cents, and in money sixteen thousand three hundred and twenty-one dollars and seventy-one cents; to George M. Gill, permanent trustee of Lyde Goodwin, for the share of Goodwin, in certificates twenty-one thousand four hundred and thirteen dollars and eighty-six cents, and in money, eight thousand one hundred and sixty dollars and eighty-five cents; to Robert M. Gibbes, Charles Oliver, and Thomas Oliver, executors of Robert Oliver, for 3-7 of the amount retained to meet the claim of McCulloh, trustee of George P. Stevenson, in certificates one thousand five hundred and ninety-three dollars and sixty-seven cents, and in money five hundred and forty-two dollars and sixty-six cents; to George M. Gill, permanent trustee of Lyde Goodwin, for 1-7 of fund reserved to meet the claim of McCulloh, trustee of George P. Stevenson, in certificates five hundred and thirty-one dollars and twenty-two cents, and in money one hundred and eighty dollars and eighty-eight cents; to Benjamin C. Howard, and others, trustees of Hollins & McBlair, for 1-7 of fund reserved to meet the aforesaid claim of McCulloh, in certificates, five hundred and thirty-one dollars and twenty-two cents, and in money, one hundred and eighty dollars and eighty-eight cents; to John Sullivan, for 1-7 of the fund reserved to meet the aforesaid claim of McCulloh, in certificates five hundred and thirty-one dollars and twenty two cents, and in money one hundred and eighty dollars and eighty-eight cents; to the United States, for Thomas Sheppard's 1-7 of the aforesaid so reserved fund, in certificates five hundred and thirty-one dollars and twenty-two cents, and in money one hundred and eighty dollars and eighty-eight cents.

JNO. C. LEGRAND.

Since the above opinion was written, 1 Gill's Reports have been published, from which it appears, that in the case of Bowie vs. Jones, 208, the case in 5 H. & J., 181, is fully recognised and its doctrine reasserted. J. C. L.

And afterwards, to wit, on the thirtieth day of December, in the year last aforesaid, the following prayer of appeal was filed in said cause, to wit:

Baltimore county court.—In equity.

THOMAS & WHITE
vs.
D. A. SMITH et al.

From the decree of December 5th, 1846, in this case, as far as it

adjudges and decrees any part of the fund in controversy, which was awarded by the commissioners under the Mexican treaty to John Glenn and David M. Perine as trustees, to George M. Gill, or to any other person or persons than the said Glenn and Perine, or to the executors of Robert Oliver, they, the said Glenn and Perine, and the executors of the said Robert Oliver, deceased, also parties in said case, pray an appeal, and that the record of the case be transmitted to the court of appeals for the Western Shore of Maryland.

18 *Dec.*, 1846. REVERDY JOHNSON,
For appellants, Glenn and Perine, ex'rs of R. Oliver.

The said appeal being granted, the
"Penalty of bond is fixed at forty thousand dollars.
JNO. C. LEGRAND. 30 *Dec.*, 1846."

Whereupon, afterwards, to wit, on the sixteenth day of January, in the year eighteen hundred and forty-seven, the said John Glenn and David M. Perine, and the executors of Robert Oliver, by their said solicitor, filed in said cause an appeal bond, which is contained in the following words, to wit:

State of Maryland's Stamp, Six Dollars.

Know all men by these presents, that we, Robert M. Gibbes, Thomas Oliver, executors of Robert Oliver, and David M. Perine and John Glenn, trustees, and Hugh McElderry and William B. Perine, are held and firmly bound unto George M. Gill, trustee of Lyde Goodwin, an insolvent debtor, in the just and full sum of forty thousand dollars, current money, to be paid to the said George M. Gill, trustee as aforesaid, his certain attorney, executors, administrators, or assigns; to the payment whereof, well and truly to be made and done, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 12th day of January, in the year of our Lord one thousand eight hundred and forty-seven. Whereas, by a decree of Baltimore county court, sitting as a court of equity, bearing date the fifth day of December, in the year of our Lord one thousand eight hundred and forty-six, passed in a cause wherein Philip E. Thomas and John White were complainants, and Dennis A. Smith, James W. McCulloh, administrator of Job Smith, the President and Directors of the Mechanics' Bank of Baltimore, John Glenn, David M. Perine, and others, were defendants. It was amongst other things adjudged and decreed, that accounts of the auditor, "G" and "H," the several exceptions thereto, and the prayers of the several petitions, asking leave to introduce additional testimony be, and the same are thereby, overruled and rejected.

And it was further ordered, adjudged, and decreed, that the fund now in the hands of the trustees, Perine and Glenn, be distributed as follows: to Augustus W. Bradford, for clerk's fees, &c., as per auditor's account "H," fifty-three dollars and seventy-five cents, and the sum of eighteen dollars and eighty-five cents, for costs accruing since the stating of account H; to John Carrere, for auditor's fee, four dollars

and sixty-seven cents; to Augustus W. Bradford one hundred and ninety dollars and nine cents for one per cent. tax; to George M. Gill, permanent trustee of Lyde Goodwin, for five per cent. commission on the whole amount awarded to the trustees, in certificates thirteen thousand seven hundred and twenty-one dollars and forty-two cents, and in money five thousand one hundred and thirty-eight dollars and seventy-five cents; to Charles Oliver, Robert M. Gibbes, and Thomas Oliver, executors of Robert Oliver, for the shares of John Gooding and James Williams, in certificates forty-two thousand eight hundred and twenty-seven dollars and seventy-three and a third cents, and in money sixteen thousand three hundred and twenty-one dollars and seventy-one cents; to George M. Gill, permanent trustee of Lyde Goodwin, for the share of Goodwin, in certificates twenty-one thousand four hundred and thirteen dollars and eighty-six cents, and in money eight thousand one hundred and sixty dollars and eighty-five cents; to Robert M. Gibbes, Charles Oliver, and Thomas Oliver, executors of Robert Oliver, for three-sevenths of the amount retained to meet the claim of McCulloh, trustee of George P. Stevenson, in certificates one thousand five hundred and ninety-three dollars and sixty-seven cents, and in money five hundred and forty-two dollars and sixty-six cents; to George M. Gill, permanent trustee of Lyde Goodwin, for one-seventh of fund reserved to meet the claim of McCulloh, trustee of George P. Stevenson, in certificates five hundred and thirty-one dollars and twenty-two cents, and in money one hundred and eighty dollars and eighty-eight cents; to Benjamin C. Howard, and others, trustees of Hollins and McBlair, for one-seventh of fund reserved to meet the aforesaid claim of McCulloh, in certificates five hundred and thirty-one dollars and twenty-two cents, and in money one hundred and eighty dollars and eighty-eight cents; to John Sullivan, for one-seventh of the fund reserved to meet the aforesaid claim of McCulloh, in certificates five hundred and thirty-one dollars and twenty-two cents, and in money one hundred and eighty dollars and eighty-eight cents; to the United States, for Thomas Sheppard's one-seventh of the aforesaid so reserved fund, in certificates five hundred and thirty-one dollars and twenty-two cents, and in money one hundred and eighty dollars and eighty-eight cents; from which decree, the said Robert M. Gibbes, Charles Oliver, and Thomas Oliver, executors of Robert Oliver, and David M. Perine and John Glenn, (trustees,) as far as it adjudges and decrees any part of the fund in the controversy, which was awarded by the commissioners under the Mexican treaty to John Glenn and David M. Perine, as trustees, to George M. Gill, or to any other person or persons than the said Glenn and Perine, or to the executors of Robert Oliver, they, the said Glenn and Perine, and the executors of said Robert Oliver, deceased, also parties in said case, have prayed an appeal to the next court of appeals, to be held for the Western Shore of the State of Maryland. Now, the condition of the above obligation is such, that if the said Robert M. Gibbes and Thomas Oliver, executors of Robert Oliver, deceased, and David M. Perine and John Glenn, trustees, as aforesaid,

shall not cause a transcript of the record and proceedings of the said decree to be transmitted to the court of appeals, to be holden for the Western Shore within the time required by law, and prosecute the said appeal with effect; and also satisfy and pay to the said George M. Gill, trustee as aforesaid, his executors, administrators, or assigns, in case the said decree shall be affirmed, as well the several sums of money adjudged in the county court, as a court of equity aforesaid, as also all damages and costs that may be awarded by the court of appeals aforesaid, then the said bond to be and remain in full force and virtue, otherwise of no effect.

R. M. GIBBES, [SEAL.]
THOMAS OLIVER, [SEAL.]
D. M. PERINE, [SEAL.]
JOHN GLENN, [SEAL.]
HUGH McELDERRY, [SEAL.]
WILLIAM B. PERINE. [SEAL.]

Signed, sealed, and delivered by Robert M. Gibbes and Thomas Oliver, in the presence of—
JOHN O. COLT.
And by D. M. Perine and John Glenn, in the presence of—
W. B. PERINE.
And by Hugh McElderry, in presence of—
JOHN P. MURRAY.
And by William B. Perine, in presence of—
THEO. GLOCHER.

On the back whereof are the following endorsements, to wit:
"I believe the within bond sufficient,
"A. W. BRADFORD, *Cl'k.*"
"Bond approved 16th January, 1847.
JNO. C. LEGRAND.

And afterwards, to wit, on the twenty-eighth day of January, in the year last aforesaid, James W. McCulloh, surviving trustee of George P. Stevenson, by Grafton L. Dulany and Thomas P. Alricks, esquires, his said solicitors, filed in said cause the following prayer of appeal, to wit:

Baltimore county court. Equity side.

Petition of James W. McCulloh, surviving trustee of George P. Stevenson.

THOMAS & WHITE
vs.
DENNIS A. SMITH and others.

James W. McCulloh, surviving trustee aforesaid, prays an appeal from so much of the decree of the 5th December, A. D. 1846, as adjudges and decrees any portion of the fund claimed by him in his petition heretofore filed in the above case, to any of the parties in the

above case, other than to your petitioner as surviving trustee aforesaid; and that the record in the above case may be transmitted to the high court of appeals for the Western Shore of Maryland.

G. L. DULANY &
T. P. ALRICKS,
For appellant.

Which is thus endorsed, to wit: "Appeal allowed and penalty of bond fixed at $85,388."

And afterwards, to wit, on the second day of February, in the year last aforesaid, Nathaniel Williams, permanent trustee of John Gooding and of James Williams, by his said solicitors, filed in said cause the following prayer of appeal, to wit:

Baltimore county court, equity side.

THOMAS & WHITE
vs.
SMITH and others.

In the matter of the petitions of Nathaniel Williams, permanent trustee of John Gooding, and of Nathaniel Williams, permanent trustee of James Williams, filed in the above cause.

Mr. Bradford: Please enter an appeal from the decree of the court in the above case dismissing said petitions.

G. L. DULANY,
Attorney for petitioners.

Which was entered accordingly.

And afterwards, to wit, on the sixth day of May, in the year last aforesaid, John M. Gordon, permanent trustee of James Williams, and Hannah C. Williams, administratrix of James W. Williams, by their said solicitor, filed in said cause the following prayer of appeal, to wit:

In Baltimore county court, sitting as a court of equity.

THOMAS & WHITE
vs.
DENNIS A. SMITH and others.

Mr. Bradford: Enter an appeal in the above case, by John M. Gordon, permanent trustee of James Williams, and by Hannah C. Williams, adm'x James W. Williams.

WM. SCHLEY,
Sol'r for said Gordon, said Mrs. Williams.

Which was entered accordingly.

And on the same sixth day of May, Thomas P. Alricks, permanent trustee of Lyde Goodwin, by his said solicitor, filed in said cause, the following prayer of appeal, to wit:

Equity side, Baltimore county court.

THOMAS & WHITE
vs.
SMITH and others.

In the matter of the petition of Thomas P. Alricks, permanent trustee of Lyde Goodwin in above case.

Mr. Bradford: Please enter an appeal in the above on behalf of said trustee, from the decree of the court therein, distributing the funds in said cause.

G. L. DULANY,
Sol'r for T. P. Alricks, permanent trustee of L. Goodwin.

And the same was entered accordingly.

Thereupon it was ordered by the court here that a transcript of th e record and proceedings in the cause aforesaid, with all things thereto relating, be transmitted to the court of appeals, and the same is hereby transmitted accordingly.

And on the same sixth of May, the following agreement was filed in said cause, to wit:

Equity side, Baltimore county court.

THOMAS & WHITE
vs.
D. A. SMITH and others.

It is agreed that the record in this case to be sent to the court of appeals be made up by copying the papers, a list of which is hereto annexed, and that if in argument in that court either party should desire to use any other paper in the case, he may do so, although it is not sent up with the record, and with the like effect as if the same was a part of the record. It is also agreed, that either party may also in like manner use in said court the original book of accounts of the Mexican expedition, which was in evidence in the court below. It is further agreed, that this agreement shall apply to all the cases of appeals in said case.

Baltimore, 1st April, '47.

REVERDY JOHNSON,
For Oliver's executors, Glenn and Perine, trustee.

G. L. DULANY,
Sol'r for Williams, trustee of John Gooding and also of James Williams, of George Gill, trustee of Lyde Goodwin, of James W. McCulloh, trustee of George P. Stevenson, and of T. P. Alricks, trustee of Lyde Goodwin.

T. P. ALRICKS,
Solicitor for G. M. Gill, permanent trustee of Goodwin and McCulloh.

WM. SCHLEY,
For John M. Gordon, permanent trustee of John W. Stump, and for Hannah C. Williams, adm'x of James W. Williams, and for Nathaniel Williams, trustee for John Gooding, and trustee for James Williams.

The list of papers referred to in the foregoing agreement is as follows, to wit:

Baltimore county court, equity side.

THOMAS & WHITE
vs.
DENNIS A. SMITH and others.

A list of papers to form the record in the above case.

No. 1, Original bill. No. 2. Deed from Dennis A. Smith and Job Smith to Thomas and White. No. 3. Order of publication of notice to creditors. No. 4. Answer of Glenn & Perine to bill. No. 5. Deed from Gibbes and others to Glenn & Perine. No. 6. Petition of G. M. Gill, perm't trustee of Lyde Goodwin. No. 7. Assignm't of G. I. Brown to Robert Oliver. 8. Petition of Gill, perm't trustee, claiming 5 per cent. comm'n. 9. Claims of Robert Oliver's executors. 10. Answer of Glenn & Perine to petition of Gill. 11. Record of Goodwin's application for the benefit of the insolvent laws. *11.* Assignm't of Goodwin to Oliver. 13. Goodwin's deposition 8th May, 1841. 14. Answer of executors of Oliver to petition of Gill. 15. Answer of Perine & Glenn to the same. 16. Answer of the executors of Oliver to the petition of Gill. 17. John Sullivan's certificate. 18. Copy of award of commissioners. 19. Order for notice to creditors, 4th Sept. 1843. 20. Certificate of publication in the Balto. American. 21. Same in the Ph. North American. 22. Same in N. York Courier. 23. Commission to take testimony and return, filed 28th Octo. 1843. Reports and accounts of the auditor marked from 24 to 29 inclusive. 30. Exceptions to report and accounts of auditor, filed 7th Nov. 1843. 31. Exceptions by the executors of Robert Oliver. 32. Order of court 15 Nov., 1843. 33, 34, 35. Certificates of publication. 36. Commission to take testimony and return in 1844. 37. Agreem't of counsel. 38. Claim of the executors of Oliver. 39. Letters of administration. 40. Report and acc't (F.) 41. Laroque certificate and agreem't thereon. 42. Boyle's letter 26th Dec., 1816, and admission of counsel thereon. 43. Agreement of counsel, filed 4th March, 1846. 44. Agreem't of counsel and exhibit (C.) 45. Exceptions filed by Gill, 21st March, 1846. 46. Agreem't of counsel, 21st March, 1846. 47. Petition of T. P. Alricks as perm't trustee of Goodwin. 48. Bond as trustee. 49. Opinion of court. 50, 51, 52. Reports and acc'ts of auditor G, H, & I. 53. Exceptions of Gill, filed 7th Nov., 1846. 54. Petition for rehearing, by Gill. No. 55. Exceptions of Gill to report and acc't of auditor marked (H.) 56. Exceptions of Glenn & Perine. 57. Second petition for rehearing, filed by Gill. No. 58. Petition for rehearing by Gill, filed 4th Dec., 1846. 59. Answer to petition for rehearing. 60. Agreem't of counsel. 61. Court's opinion and decree. No. 62. Prayer for appeal. 63. Appeal bond. 64. Petition of N. Williams as trustee of Gooding. 65. Petition of Williams as trustee of Williams. 66. Answer of Oliver's ex'rs. 67. Answer to the petition of Williams

as trustee of Williams. 68. Answer of Glenn & Perine. 69. Gibbes and others' answer to the same. 70. Exhibit D, Winchester's receipts. 71. Copy of said receipts and court's order thereon nisi. 72. Papers relative to James Williams' insolvent estate. 73. Papers relative to Gooding's. 74. Order of court 20th Sept., 1843. 75. Aff't of Williams that he did not know of the claim. 76. Aff't. 77. Answer to the petition of H. C. Williams. 78. Exceptions. 79. Exception withdrawn. 80. Agreem't of counsel. 81. Agreem't of counsel. 82. Supplemental petition of N. Williams. 83. Same. 84. Exceptions of Williams to evidence. 85. Same to auditor's report and acc't. 86. Petition of N. Williams. 87. Petition of N. Williams. 88. Exceptions to auditor's report and acc't. 89. Petition of N. Williams for rehearing, with leave to introduce new testimony. 90. Prayer of appeal. 91. Petition of J. W. McCulloh as trustee of G. P. Stevenson. No. 92. Exceptions of McCulloh, filed 18th April, 1846. 93. Answer of Glenn & Perine to McCulloh's petition. 94. Exceptions of McCulloh, filed 8th Nov., '43, to report and acc't of auditor. No. 95. Exceptions of McCulloh, filed 20th April, 1846. No. 96. Prayer for appeal, and the endorsement on the back thereof. 97. Exceptions by McCulloh. No. 98. Exceptions to the admission of evidence in Williams' case. No. 99. Exceptions to the evidence. No. 100. Exceptions of Oliver's executor's. No. 101. Answer of Williams to petition of H. C. Williams. No. 102. Exceptions to auditor's report and acc't. No. 103. Replication of N. Williams. No. 104. Same. No. 105. Admission of counsel. 106. Exceptions. 107. Exceptions. 108. Exceptions. 109. Exceptions. 110. Exceptions.

In testimony that the aforegoing is a full and true transcript, taken from the record of proceedings of Baltimore county court, in equity, I have hereto subscribed my name, and affixed the seal [SEAL.] of said court, this thirty-first day of May, anno domini eighteen hundred and forty-seven.

A. W. BRADFORD,
Clerk Balto. county court.

And now come into the court of appeals here, as well the said Charles Oliver, Robert M. Gibbs, and Thomas Oliver, executors of Robert Oliver, and John Glenn and David M. Perine, trustees, by Reverdy Johnson and John V. L. McMahon, their attorneys, as the said George M. Gill, permanent trustee of Lyde Goodwin, by T. P. Alricks, G. L. Dulaney, and John Nelson, his attorneys; and thereupon, on motion of the said George M. Gill, by his attorney aforesaid, it is ruled by the court here, that the said Charles Oliver and others assign the errors in the record of proceedings aforesaid, or in the giving the decree aforesaid, so as aforesaid brought before the court of appeals here, for correcting the errors supposed to be therein, or judgment by the court of appeals here will be entered against them in default thereof; and the said Charles Oliver and others, by their attorneys aforesaid, say, that in the record of proceedings aforesaid, and also in the decree afsd., there is manifest error in this, to wit, that by the [record] aforesaid it appears that

the decree aforesaid, in the plea aforesaid given, was given for the said Geo. M. Gill, permanent trustee aforesaid, against the said Charles Oliver and others; when, by the law of the land, that decree ought to have been given for the said Charles Oliver and others against the said George M. Gill, permanent trustee aforesaid; therefore in that there is manifest error; and they pray that the decree aforesaid for that error, and others being in the record of proceeding aforesaid, may be reversed, annulled, and held entirely as void; and that they, the said Charles Oliver and others, may be restored to all things which they have lost by occasion of the said decree, and that the said George M. Gill, permanent trustee aforesaid, may rejoin to the errors aforesaid, and so forth.

And thereupon it is ruled by the court of appeals here that the said George M. Gill, permanent trustee, join in the errors by the said Charles Oliver and others, * * above assigned in the record of proceedings aforesaid, or decree by the court of appeals here will be rendered against him in default thereof. And thereupon the parties aforesaid, by their counsel aforesaid, file here in the court the following agreement:

PHILIP E. THOMAS and John White
vs.
DENNIS A. SMITH and others. } Court of appeals.

☞ In the above case it was agreed before the decision was pronounced by Judge Le Grand, that the appeal of either party should be prosecuted to the December term, 1846, of the court of appeals. This agreement was verbal, and not reduced to writing; and owing to a mistake, the clerk of Baltimore county court did not enter the appeal as agreed upon. The appeal was not accordingly entered until after the session [of] December, 1846, of the court of appeals was commenced.

For the purpose of carrying out the above agreement, and of having the proper correction and entries made, it is hereby agreed that the above case shall be placed on the docket of the court of appeals as if the appeal had been duly prosecuted to the December term, 1846, and that the above case shall be tried at December session, 1847, of the court of appeals—it being agreed that in case R. Johnson be unable to attend at the time the said cause may be reached at December session, 1847, that a continuance of this cause will be asserted by the other counsel engaged. Baltimore, 19th October, 1847.

REVERDY JOHNSON,
For Oliver's ex'rs.

G. L. DULANY,
Solicitor for George M. Gill, trustee of Lyde Goodwin, and for Nathaniel Williams, trustee of James Williams, and also of John Goodwin, and also for James W. McCulloh, trustee of George P. Stevenson.

T. P. ALRICKS,
Sol'r for Gill, trustee of Lyde Goodwin, and for McCulloh, trustee of Stevenson.

And the said George M. Gill, by his attorneys aforesaid, prays that a day may be given to him to join in the errors by the said Charles Oliver and others above assigned in the record of proceedings aforesaid, until the second Monday in June next; and to him it is granted. The same day is also given to the said Charles Oliver and others. At which said second Monday in June, being the twelfth day of the said month, in the year of our Lord one thousand eight hundred and forty-eight, which said day was given to the said George M. Gill to join in the errors by the said Charles Oliver and others above assigned, come again into the court of appeals here the parties aforesaid, by their attorneys aforesaid; and the said George M. Gill, by his attorneys aforesaid, says there is no error in the record of proceedings aforesaid, nor in the giving of the decree aforesaid; and he prays that the court of appeals here will proceed to the examination, as well of the record of proceedings aforesaid, as of the matters aforesaid by the said Charles Oliver and others above for errors assigned, and that the said decree may be in all things affirmed, and so forth. But because the court of appeals here are not advised what judgment to give of and upon the premises, [a] day therefore is given to the parties aforesaid before the court of appeals here until the first Monday in December next, to hear the decree of the court of appeals here of and upon the premises, for that the court now here thereof are not advised, and so forth.

At which said first Monday in December, being the 4th day of the said month, in the year of our Lord one thousand eight hundred and forty-eight, come again into the court of appeals here, the parties aforesaid by their attorneys aforesaid, and file here in court the following book of accounts and documents.

No. 1.

Books referred to in the answer of Perine & Glenn to petition of James W. McCulloh, filed 25th May, 1842. Endorsed "Ledger Book of the Mexican Company of Baltimore.

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Invoice of schooner Stafford, John Coleman, master.

Invoice of merchandise shipped by Lyde Goodwin for account of himself and other citizens of the United States, on board the schooner Stafford, John Coleman, master, bound to the West Indies, and consigned to Captain John Coleman, and Mr. John P. Laborde, on board.

[VK B] C⨯V	21 a 24	Four cases Bretagnes, containing 500 pieces, sample boxes included, a $3½, is - - - - -	$1,750 00
	15, 16	Two cases Platillas, containing 100 pieces, sample pieces included, $15 - - - - - -	1,500 00
WD	495	Two cases brown Platillas, containing 100 pieces, sample	
VK & B	496	pieces included, $12 60 - - - -	1,260 00
WH VB	14	One case Estopillas, containing 98 pieces, sample box 4, 102 pieces, a $5 60 - - - - -	571 60
S	272, 273	Two bales Allibad Mamoodies, each containing 100 pieces 20 by 1 yard, is 200 pa., a $5 75 - - -	1,150 00
S R	76, 78	To bales Company's Gurrahs, each containing 80 pieces, 19½ by 18, 1¼ yds., is 160 pieces, a $5 50 - -	880 00
	21	One case Linen Cambrick, viz:	
		No. 3, 1 piece Linen Cambrick, ⅞ by 12 ells, a $24 00	
		4, 1 do. do. do. 25 28	
		5, 1 do. do. do. 26 24	
		6, 1 do. do. do. 27 52	
		7, 1 do. do. do. 28 48	
		8, 1 do. do. do. 29 44	
		9, 1 do. do. do. 30 72	
		10, 1 do. do. do. 31 36	
		11, 1 do. do. do. 32 32	
		12, 1 do. do. do. 33 28	
		13, 1 do. do. do. 33 92	
		14, 1 do. do. do. 34 88	
		15, 1 do. do. do. 35 84	
		16, 1 do. do. do. 37 44	
		17, 1 do. do. do. 38 40	
		18, 1 do. do. do. 39 04	
		19, 1 do. do. do. 40 64	
		Carried forward,	$548 80	$7,111 60
	No. 21	Brought forward,	548 80	7,111 60
		No. 20, 1 piece Linen Cambrick, ⅞ by 12 ells	41 60	
		21, 1 do. do. do.	42 88	
		22, 1 do. do. do.	44 16	
		23, 1 do. do. do.	45 12	
		24, 1 do. do. do.	46 08	
		25, 1 do. do. do.	47 36	
	*	Packages -	2 56	
				818 56
	22	One case Linen Cambrick same as No. 21 - -		818 56
	26	One case containing:		
		Boxes No. 8 a 12, 12 silver watches, a $5 70	$68 40	
		Do. 5 a 6, 12 do. do. 6 00	72 00	
		Do. 13 a 5, 5 do. do. 6 90	34 50	
		Do. 1, 2, 3, 4, 24 do. (a savenet) 7 20	172 80	
		Do. 7, 6 do. Eng. (a l'angoise) 10 50	63 00	
		Do. 14, 15, 16, 133, 24 do. watches, Eng., 11 40	273 60	
		Do. 51, 6 do. do. do. 12 60	75 60	
		Do. 66, 4 do. do. do. 10 50	42 00	

Invoice.—Continued.

	1 silver watch, repeater,	$34 80	$34 80
	1 do. do. a l'angoise,	42 00	42 00
	1 common gold watch, No.	15147	29 40
	1 do. do.	15148	29 40
	1 do. do.	14134	37 50
	1 do. repeater	16854	60 00
	1 do. (a soisette)	19255	67 50
	1 do. musical	19199	138 00
	Package, &c. - -		3 00
			$1,243 50
46	One case containing:		
	40 dozen white } 57 doz. silk hose (ladies) a	$23 04	
	17 do. black }		1,313 28
	Package - - -		5 12
			1,318 40
	Carried forward -		$11,310 22
	Brought forward -		11,310 22
	* Omitted in case No. 21, viz.		
	No. 1, 1 piece Linen Cambrick, ⅞ by 12 ells		21 76
	2, 1 do. do. do.		23 04
			44 80
	Case No. 22, same omission as No. 21 - -		44 80
			89 60
	Dollars		11,399 82

(Errors excepted.)

Baltimore, August 3d, 1816.

Signed, LYDE GOODWIN,
For self and other owners.

Instructions to Captain John Coleman.

BALTIMORE, *August 3d*, 1816.

Captain John Coleman:

SIR: As commander of the schooner Stafford, we have to request that you will proceed in her to the port of Boquilla de Piedra, near Delagada, in the Gulf of Mexico, where you will endeavor to carry into execution our instructions to you and Mr. John P. Laborde, herewith handed you, and return with as little delay as possible to Baltimore.

Your friend and obedient servant,
LYDE GOODWIN,
For self and other owners.

P. S.—As Port-au-Prince is in your way to the Gulf of Mexico, you are at liberty to stop there for the purpose of landing the gentleman whom you have on board as passenger.

Instructions to Captain John Coleman and Mr. John P. Laborde, supercargoes of schooner Stafford.

BALTIMORE, *August 3d*, 1816.

To Captain JOHN COLEMAN and
Mr. JOHN P. LABORDE.

GENTLEMEN: Herewith we hand you invoice and bill of lading for the cargo of the schooner Stafford, which is consigned to you jointly for sales and returns.

Captain Coleman is directed to proceed with the schooner to Boquilla de Piedra, in the Gulf of Mexico, where, from information lately received, we have reason to believe you will be able to dispose of your cargo to advantage; you will therefore immediately on your arrival proceed to dispose of it on the best terms and with as little delay as possible, receive therefor Spanish dollars, if to be procured, and return with the schooner to Baltimore.

We wish you to be very particular in ascertaining the articles most wanted in that country, the prices they will command, the quantity, quality, &c.; you will be careful to transmit us certificates of landing, in order to cancel the bonds, and you will lose no opportunity of advising us of your proceedings.

We are, yours, &c.,

LYDE GOODWIN,
For self and other Owners.

You will receive as compensation for your services 5 per cent. on the nett sales of your outward cargo, out of which it is understood you are to pay any commission that may be charged you by any one you may think proper to employ to transact your business.

Disbursements on schooner Stafford, John Coleman, master.

1816.		
Aug. 12	Cash paid Jonas Hughes, for ballast - -	$48 00
17	Cash paid Wm. Broaderhaus, for arms, &c. -	58 25
31	Mezick & Johnson, cordage and ship chandlery, paid - - - - - -	525 99
"	James Garteaume, making cartridges, &c. -	92 02
"	Kemp & Gardner, ship carpenters - -	73 44
"	Capt. J. Coleman, his account for wages, &c.	130 35
"	James Corner, canvas - - - - -	100 00
"	Isaac McKim, Russia duck - - - -	364 00
"	George Williams, pork and beef - - -	117 00
"	Nicholas Stansbury, chandlery and stores -	178 65
"	Smith & Ramsay, blacksmiths - - -	31 07
"	Samuel B. Martin, medicine chest - -	14 00
"	William Denny, joiner - - - - -	10 36

Disbursements—Continued.

1816.		
Aug. 31	King & Johnson, riggers, paid - - -	$49 38
"	John Allen, touching compasses - - -	2 25
"	David Burke, sweeps and oars - - -	11 60
"	Job J. Smith, blockmaker, paid - - -	15 67
"	Daniel James, shipping crew - - -	166 00
"	Louis & J. Barney, bread - - - -	70 18
"	Cash paid Thomas Herring, pilotage to sea -	34 50
"	Cash paid Tumblinson & Cummings, boat builders - - - - - - -	13 00
"	Cash paid drayage, &c., $8 25; permit and debenture fees, $4 - - - - -	12 25
"	John Barron, jr., water casks - - -	8 00
"	Babtist Mezick, wharfage, paid - - -	12 00
"	Peter Fenley, cooper - - - - - -	2 67
"	James Williams, schooner Stafford - -	4,500 00
		$6,640 03

BALTIMORE, *October* 10*th*, 1816.

To amount of disbursements brought forward - -			$6,640 03
D'Arcy & Didier, for their	$\frac{1}{10}$ of above -	$664 01	
Hollins & McBlair, for their	$\frac{1}{10}$ do -	664 01	
Descaves & Mercier, for their	$\frac{1}{10}$ do -	664 01	
Dennis A. Smith, for his	$\frac{1}{10}$ do -	664 00	
George P. Stevenson, for his	$\frac{1}{10}$ do -	664 00	
Jeremiah Sullivan, for his	$\frac{1}{10}$ do -	664 00	
John Gooding, for his	$\frac{1}{10}$ do -	664 00	
James Williams, for his	$\frac{1}{10}$ do -	664 00	
Thomas Sheppard, for his	$\frac{1}{10}$ do -	664 00	
Lyde Goodwin, for his	$\frac{1}{10}$ do -	664 00	
			$6,640 03

Articles furnished General Mina, for account of the Company.

1816.			
Aug. 29	To N. F. Williams, for Spanish sch'r Felix Cubana, viz., 30 barrels Boston No. 1 beef, *a* $14 per barrel, is - - - $420 00		
	15 ditto prime pork, *a* $21 - 315 00		
			$735 00
"	" Franklin Man. Comp'y, for Felix Cubana, 5 reams cartridge paper, *a* $5 50 - - -		27 50
"	" Cash paid Robert Applegarth for portage of provisions on board sch'r Felix Cubana -		30 00
Sep. 4	" Cash paid James W. Farrell for cullins and scantling, for the sch'r Felix Cubana - -		47 78
			$830 28

N. B.—This account is included in disbursements of Felix Cubana. See page 38.

Disbursements on Spanish schooner Felix Cubana.

1816.

N. F. Williams, 30 bbls. beef, and 15 bbls. pork -	$735 00
Andrew Crawford, 100 bbls. navy bread - - -	479 61
Thomas Marean, 10 boxes codfish - - - -	45 00
Robert Applegarth, portage provisions on board - -	30 00
Solomon G. Albers, 1 barrel vinegar - - -	9 96
Edwd. Hall, 2 tierces rice - - - - - -	69 96
Jas. W. Farrell, 1,163 ft. cullins, and 423 ft. scantl'g	47 78
Edwd. Fitzgerald, 16 ps. canvas - - - -	400 00
Kennedy & Schlieker, sailmakers - - - -	125 94
John Diffenderffer, camboose, and iron pots - -	60 00
Franklin M'g. Comp'y cartridge paper - - -	27 50
James Daly, 30 water casks - - - - -	104 75
James Ganteaume, musket cartridges, flints, &c. -	141 81
James B. Stansbury, medicines furnished Dr. Dunks -	6 25
	$2,283 56

N. B.—See this account, page 38.

Account of Sundry articles furnished by D. A. Smith.

Golder & Thomas, 10 pair of blankets - - -	$233 25
Eli Hewitt, tobacco and snuff - - - - -	59 24
G. G. Presbury, cloth, duck, and silk hdkfs. - -	573 25
John Steinbeck, hussar caps - - - - -	215 00
Alex'r Briscoe, boots and shoes - - - -	302 50
Charles Valette, stores for ship Caledonia - - -	146 63
W. & R. Hall, furniture for officers' equipment -	413 00
Harrison & Sterrett, 1 box soap - - - - -	27 20
Cash, drayage of sundries - - - - -	50
	$4,254 13
Advance 100 per cent. - - - - - - -	4,254 13
	$8,508 26

E. E. BALTIMORE, *September 25th*, 1816.

N. B.—See this account page 38.

Invoice of brig Calypso, Thomas Boyle, master.

Invoice of merchandise shipped by Lyde Goodwin, for account of himself and others, on board the brig Calypso, Thomas Boyle, master, bound to the West Indies, and consigned to the said Thomas Boyle for sales and returns.

Twenty-two tierces, five hogsheads, eighteen cases, (containing military accoutrements, as per particulars, marked A,)	$22,032 50	
Freight from N. York - - - - -	207 40	
		$22,239 90
Two casks [and] three boxes, (containing hardware, as per part's marked B,) five boxes tin plate - - - - -	—	4,548 46
500 10-inch shells weighing 84 lbs. each, is 18 tons, 15 ct., 0 qr., 0 lb. *a* $300 -	5,625 00	
525 5½-inch shells, w'g 15 lbs. each, is 3 tons, 10 ct., 1 qr., 7 lbs., *a* $300 -	1,054 68	
700 24-lb. ball, w'g 16,800 lbs. *a* 10 cts.	1,680 00	
2,010 18-lb. ball, w'g 36,810 lbs. *a* 10 cts.	3,618 00	
2 10-inch mortars, 3 tons, 11 ct., 1 qr., 14 lbs., *a* $266⅔ - - - - -	951 32	
2 5½-inch howitzers, *a* $240 - - -	480 00	

Invoice of brig Calypso—Continued.

6 24-lb. cannon, viz.,	40 ct.	1 qr.	14 lbs.		
	40	0	14		
	40	1	0		
	40	1	14		
	40	1	7		
Tons, 12	40	0	14		
	1	2	7 *a* $266⅔	$3,220 82	
Drayage of guns to the Point - -				90 00	
					$16,719 82
4 field pieces of artillery - - -				2,392 74	
65 4-lb shot is 260 lbs., *a* 14 cts. - -				36 40	
					2,429 14
40 artillery swords, *a* $18 - - -				720 00	
65 cavalry swords, *a* $24 - - -				1,560 00	
90 sword belts, *a* $5 - - - -				450 00	
Case for packing - - - - -				4 00	
					2,734 00
15 elevating screws, *a* $34 - - -				510 00	
Cutting 15 boxes brass for do. *a* $6 - -				90 00	
					600 00
Carried forward, - - - -				–	$49,271 32
Amount brought forward - -				–	49,271 32
120 pair of half boots, *a* $11 - - -				1,320 00	
120 pair of shoes, *a* $3 - - - -				360 00	
Trunks for packing - - - -				18 00	
					1,698 00
4 bits for 2 mortars, weigh'g 883 lbs., *a* $1				883 00	
Models ordered for do. - - - -				37 00	
					920 00
2 pair of bullet moulds, *a* $70 - - -				140 00	
1 pair of ditto, *a* $30 - - - -				30 00	
					170 00
13 bars Russia iron, 3-in. *a* 3¼ by ⅝, w'g 7 2 0, *a* $13 - - - - -				97 00	
20 bars Swedish iron, 2½ in. by ½, weigh'g 8 0 24, *a* $13 - - - - -				106 80	
20 bars American iron, 2 in. by ⅞ *a* 1, 8 1 21, *a* $14 - - - - -				118 12	
17 bars English iron, 1¼ *a* 1½ by ½ *a* ⅜, 4 0 0, *a* $12 - - - - -				48 00	
11 bars Swedish iron, 2½ by ½, 4 1 18, *a* $13 - - - - - - - -				57 38	

Invoice of brig Calypso—Continued.

Hoop iron, $1\frac{1}{2}$ *a* 2 by 2_{12}, 3 0 0, *a* $16 -	$48 00	
14 bars American squares, $1\frac{3}{4}$ *a* $1\frac{1}{2}$, 7 2 0, *a* $14 - - - - - - -	105 00	
54 bars American squares, $\frac{3}{4}$ *a* $1\frac{1}{4}$, 16 1 7, *a* $14 - - - - - - -	228 38	
4 bundles rods and small squares, 3 3 21, *a* $16 - - - - - - -	59 00	
11 bars round iron, 1 *a* $1\frac{1}{4}$, 4 0 11, *a* $12	49 24	
7 bars American squares, 2-inch, 3 3 21, *a* $14 - - - - - - -	55 14	
2 bundles small round iron, $\frac{3}{8}$, 1 2 4, *a* $16	24 64	
13 bars Russia iron, 3-inch by $\frac{5}{8}$, 6 1 21, *a* $13 - - - - - - -	83 26	
Scowage and putting on board - -	9 00	
		$1,089 46
Turning 13 pair gun carriage rollers, *a* $20	260 00	
Pattern for cast iron wheel - - -	13 00	
3 small patterns for fusee rammers - -	2 00	
Cartage of do. - - - - - -	10 00	
		285 00
2 sets of limbers for guns - - -	88 00	
3 pair large wheels, do. - - - -	186 00	
		274 00
606 tin canisters for 6-pounders, *a* 52 cts.	315 12	
22 copper powder measures - - -	40 00	
160 sheet iron canisters for 24-pounders, 100 cts. - - - - - - -	160 00	
20 gun ladles, $68; 1,208 cross strips of tin, *a* 6, is $72 48 - - - -	140 48	
6 tin funnels, *a* $1 50; 213 copper ferretts, *a* 25, $53 25 - - - - - -	54 75	
20 gun bits, *a* 50 cts., is $10 20; 20 priming wires, *a* $8 - - - -	18 00	
		728 34
Carried forward - - - -	–	54,436 12
Amount brought forward - -	–	54,436 12
206 lbs. lead Coulone paint, *a* 50 - -	103 00	
77 lbs. black paint, *a* 50 - - - - -	38 50	
5 gallons paint oil, *a* $2 50 - - - -	12 50	
		154 00
6 pieces of cloth, viz., 2 mixt, 2 green, 2 blue, $118\frac{1}{2}$ yds., *a* $15 - - -	1,777 50	
2 pieces scarlet cloth, $37\frac{1}{4}$ yds., *a* $18 -	670 50	

Invoice of brig Calypso—Continued.

100 pair of Russia sheeting cheravallies, *a* $3 60 - - - - - - -	$360 00	
100 white cotton shirts *a* $3 20 - -	320 00	
50 bl'k silk handkerchiefs, *a* $2 - -	100 00	
20 pieces blue nankins, *a* $6 - - -	120 00	
1 piece brown holland, 43¾ yds., *a* $1 40	61 24	
		$3,409 24
Setting 8,080 knots in bristles for 104 cannon spunges, *a* 2 cts. - - - -	161 60	
Setting 17,050 knots in bristles for 104 cannon spunges, *a* 2½ cts. - - - -	426 24	
Porterage to point - - - - - -	3 00	
		590 84
Tons 14 5 0 3 pig lead, (for cartridges,) *a* $340 - - - - - - -	–	4,845 42
Making cartridges out of powder and lead, viz:		
N. 175 barrels, 331 qr. casks, } Containing 431,940 musket cartridges,	–	12,000 00
3 barrels, 10,180, 3 qr. casks, 2,070, } Cont'g 12,250 pistol cartridges,		
3 cartridge formers, 4 ps. (15 inches long)	3 00	
100 musket do., blocks - - - -	6 00	
200 musket formers, *a* $10 - - -	20 00	
		29 00
1 large box, A O, No. 2, containing, viz:		
No. 1, 1 keg containing 300 cannon cartridges, 4-pounders loose		
No. 2, 1 keg containing 340 cannon cartridges, 4-pounders loose		
No. 3, 1 keg containing 360 cannon cartridges, 4-pounders tight		
No. 4, 1 keg containing 254 cannon cartridges, 4-pounders tight		
1254 cannon cartridges made of wild bore - - -	112 32	
7 ps. wild bore for above cartridges, *a* $9 -	126 00	
1 large box to contain do., and cartage -	4 50	
		242 82
Making 7 battery carriages, *a* $120 - -	840 00	
Do. 7 framed skids, *a* $100 - -	700 00	
Do. 7 ditto pivot beds, *a* $20 - -	140 00	
Carried forward - - - -	$1,680 00	$75,707 44

1862.

Invoice of brig Calypso—Continued.

Amount brought forward - -	$1,680 00	$75,707 44
Work done on 2 field pieces of artillery -	80 00	
215 rammers, sponges, and ladle leads, *a* $1 25 - - - - - -	268 74	
44 formers, *a* 2 is $88, 40 handspikes, *a* $2 is 80 - - - - - -	168 00	
20 large trail spikes, *a* 3 is 60, 83 staffs, *a* $2 - - - - - - -	184 50	
6 rough boxes, cut nails, 218 feet 4-4 pine	20 16	
		2,401 40
Timber for the above work 19,207 feet, and hauling to point - - - - -	–	2,344 64
Blacksmith's work for the above carriages, &c. - - - - - - - -	–	4,383 24
499½ lbs. brass boxes, *a* 90 cts. - -	449 54	
562¾ " washers *a* 40 " - - -	450 20	
161 " brass, *a* $1 is $161, patterns for them $10 58 - - - - -	171 58	
1 groce screws, $3 50, 36 brass rods, *a* $61 50 - - - - -	65 00	
3 sledge hammers, 45 lbs., *a* 90 cts. is $1	40 50	
3 do. *a* $4, *a* adzes - - - -	12 00	
6 S. hammers, *a* $2 - - - -	12 00	
11 S. do. 75 - - - - -	16 50	
Patterns for do. $3 50, and bbls. for packing, $2 - - - - - - -	5 50	
		1,222 82
178 barrels for powder, *a* $3, is - -	534 00	
Heading and pinning, 178 bbls., *a* 12 cts.	21 36	
Do. do., 334 kegs, *a* 8 cts. -	26 72	
7 flour barrels, 3 pork barrels, cooperage and lining - - - - - -	27 10	
		609 80
1 draft board, $16, 1 telescope box, $7 -	23 00	
170 feet 4-4 boards for moulds - -	31 30	
91 cartridge boxes, *a* $10 50 - - -	939 50	
1 rough box - - - - - -	3 00	
		996 80
600 six-inch fuze, *a* 8 cts. - - -	48 00	
460 twelve do., *a* 10 cts. - - -	46 00	
402 shot blocks, *a* 10 cts. - - -	40 20	
450 canister do., 8 cts. - - - -	36 00	
5 flour barrels and porterage - - -	4 74	
		174 94

Invoice per brig Calypso—Continued.

3,398 lbs. of round and grape shot, *a* 14 cents	$475 72	
853 lbs. of canister shot, *a* 20 cts.	170 60	
13 kegs, *a* 60 cts. is $7 80, and drayage, $6	13 80	
Carried forward	–	$87,840 46
Amount brought forward	660 12	87,840 46
Reducing 5 cannon ball patterns, $3 7 new do. do., *a* $14	17 00	
1,860 lbs. of cannon balls, *a* 14 cts.	260 40	
Cartage	2 00	
		939 52
50 reams Spanish cap paper, *a* $7	350 00	
50 do. large super royal, 11 50	575 00	
50 do. demi printing, 9	450 00	
4 do. wrapping, 9	36 00	
16 do. large super royal 11 50	184 00	
7 quires paper for wrapping round super royal, 50 cts.	3 50	
Boxes $14 64, drayage, 50	15 14	
		1,613 64
535 quarter casks powder, used in making cartridges, each 25 lbs., is 13,375 lbs., *a* $1¼	16,718 75	
500 quarter casks powder, each 25 lbs., is 12,500 lbs., *a* $1¼	15,625 00	
		32,343 75
Medicine chest, boxes, &c., containing medicines	–	724 25
50 lbs. saltpetre, refined, *a* 52 cts. and keg	26 50	
26 lbs. sulphur, *a* 40 cts. and keg	10 90	
20 lbs. bees wax, *a* $1	20 00	
5 lbs. linseed oil and jug	2 50	
6¼ lbs. spike oil, (2 bottles glass stoppers,)	14 00	
2 lbs. borax, *a* $2, 2 lbs. gum camphor refined, $5	14 00	
6 lbs. wax candles, *a* $1 50	9 00	
1 gallon spirits wine and jug, $6 50	6 50	
1 mortar and pestle, (metal)	14 00	
1 fine sieve, (drum heads)	12 00	
Box	75	
		130 65

Invoice of brig Calypso—Continued.

2 drums, complete - - - - - -	—	$40 00
Sundry articles of hardware, as per particulars C - - - - - - -	—	335 50
50 picks, 377¼ lbs., *a* 62 cts. - - - -	—	233 89
1 doz. carpenters' side axes - - -	—	32 00
		$124,243 66

THO. BOYLE.
Errors excepted.
(Signed) LYDE GOODWIN.
Baltimore, September 25, 1816.

N. B. The following annexed to the foregoing invoice:

The above invoice of goods on board the brig Calypso, with the prices affixed to each article, amounting in all to one hundred and twenty-four thousand two hundred and forty-three dollars and sixty-six cents, $124,243.66, is hereby acknowledged by me to be correct, and I promise to pay for the same the above sum.

XAVIER MINA.

Baltimore, Sept. 25th, 1816.

Instructions to Captain Thomas Boyle.

BALTIMORE, *Sept. 25th*, 1816.

To Captain THOMAS BOYLE.

SIR: As supercargo of brig Calypso, under your command, now ready for sea, we have to request your attention to the following:

You are furnished herewith with invoices and bill of lading for the cargo of the brig, the invoice marked A contains the articles on board at their actual cost here; that marked B the same articles with an addition of 100 per cent. on the cost, except the powder, which is charged at $1 25 per pound, the whole amounting to 124,243 66 dollars, to be paid to you at Matagorda, in the gulf of Mexico, by Gen. Mina, conformably to an agreement entered into with him here, an acknowledgment of which, by him, you will find at the bottom of the invoice; as the amount of this cargo is very considerable it is extremely desirable that we should be paid with as little delay as possible; and we have to beg you to make every exertion at Matagorda to procure payment, either in money or goods, of some description or other, and remit it to us in the most convenient and expeditious manner practicable; should Gen. M. be unable to pay the whole amount immediately, he may probably have it in his power to furnish some part thereof, say one-half on the *cost*, at all events; you will deliver to him the cargo, and take from him his obligation, together with any additional security he or you may be able to procure, for the final payment of the whole, or any part thereof remaining unpaid; you are also furnished with an account of sundry articles supplied by us for the ship Caledonia and schooner Felix Cubana, together with an account of money loaned to him here, amounting in all to 18,160 03 dollars, which is also to be paid at the rate of 100 per cent. on the amount, and which, if Gen. Mina be not able to pay at Matagorda, is to be included in the obligation you will receive from him for the cargo.

(Continue on the next page.)

If after your arrival at Matagorda, you should deem it for our interest to remain with, or in the neighborhood of Gen. M., we should wish you to do so, in order that you may avail yourself of any opportunities that may occur of getting paid, or of making any other arrangement with him which you might think more to our advantage.

We deem it unnecessary to say more to you on this subject, because

you are already fully acquainted with all our views and expectations; we will only add, that, having full confidence in your ability and integrity, we shall be satisfied with any arrangements, other than the above, which circumstances may in your judgment render necessary or proper.

You will receive, as compensation for your services on this voyage, 5 per cent. on the sales of the cargo of the brig, to be paid to you whenever the amount thereof is received, and should nothing ever be received you will be allowed $1500 certain, as agent of brig and cargo, to be paid to you on your arrival at New Orleans or Baltimore; and to be deducted from your commission of 5 per cent. if received; this commission to be in addition to your monthly wages of $50.

Signed, LYDE GOODWIN,
DENNIS A. SMITH.

Dr. **Hollins & McBlair.**

1816.			
Oct. 10	To your $\frac{1}{10}$ interest in the Mexican company		$8,391 01
31	" $\frac{1}{9}$ of powder magazine acc't, $198 08, is - - -	$22 01	
	" $\frac{1}{9}$ of Wm. Barker & Son's acc't, $197 43, is -	21 94	
	" $\frac{1}{9}$ of Arch. Kerr, acc't, $16 64, is - - -	1 85	
			45 80
Nov. 15	" $\frac{1}{5}$ of balance of G. P. Stevenson's acc't		745 07
"	" $\frac{1}{9}$ of $300 advanced Capt. Boyle -		33 33
22	" $\frac{1}{9}$ of Dorsey's bill for powder, $40 -		4 44
23	" $\frac{1}{9}$ of disb'ts on Stafford, No. 2 -		54 67
25	" $\frac{1}{9}$ of $150 advanced J. P. La Borde		16 66
Dec. 2	" $\frac{1}{9}$ of Union Line's account, $357 75		39 75
"	" 3 mos., 18 ds. interest on $2,500, to J. E. Dorsey, to 20 Nov. - - -		45 00
			$9,375 73
1817.			
Jan. 31	" $\frac{1}{9}$ of $360, due Geo. Monk - -		$40 00
Feb. 26	" $\frac{1}{9}$ of Wood & Winn's bill ag't schr. Stafford, $5 75 - - -		64
"	" $\frac{1}{9}$ of Thos. Boyle's d'ft from New Orleans - - - -		55 55

Contra. Cr.

1816.		
Oct. 10	By your note of 23 August last, *a* 6 mos., to J. G. Forbes - - - -	$681 53
"	By your note of 24 August last, *a* 9 mos., to Dupont, Nemours & Co. - - -	931 50
"	By your note of 23 August last, *a* 4 mos., to Geo. Stiles - - - -	202 43
26	By your note of this date, *a* 4 mos., to Smith & Millholland - - - -	240 00
"	By your note of 4 Sept., *a* 4 mos., favor J. C. & R. Neilson - - - -	170 87
	By your note of 1st Oct., *a* 4 mos., to Smith & Ramsay - - - -	387 40
"	By your note of 20th August, *a* 4 mos., to J. Creighton & Co. - - - -	617 01
"	By this amount you settle with G. Lioni -	750 00
Nov. 22	By your note of 31 Aug., *a* 90 ds., Henry Thompson - - - -	692 20
	By $\frac{1}{8}$ proceeds of schr. Stafford and cargo -	1,496 28
	By your note, dated Oct. 14th, *a* 60 days, Job Smith - - - - -	195 39
Dec. 7	By your note, this date, *a* 60 ds., favor Wm. Barker & Sons - - - -	195 43
11	By your note, 20 Nov., *a* 4 mos., favor John E. Dorsey - - - - -	2,545 00
17	By balance transferred to Dennis A. Smith, account - - - - -	268 69
		$9,375 73
Mar. 18	By Thos. Boyle's note, your favor - -	$110 00

(Page 22.) Dr. John Gooding.

1816.			
Oct. 10	To your $\frac{1}{10}$ interest in the Mexican company -		$8,391 04
31	" $\frac{1}{9}$ of powder magazine acc't, $198 08, is - - -	$22 01	
"	" $\frac{1}{9}$ of Wm. Barker & Son, acc't, $197 43, is -	21 94	
"	" $\frac{1}{9}$ of Arch. Kerr's account, $16 64, is - -	1 85	
			45 80
Nov. 15	" $\frac{1}{8}$ of balance of G. P. Stevenson's acc't		745 08
"	" $\frac{1}{9}$ of $300 advanced Capt. Boyle -		33 33
22	" $\frac{1}{9}$ of J. E. Dorsey's bill for $40 -		4 44
"	" 3 mos., 18 ds. interest to J. E. Dorsey on $2,500 - - - -		45 00
23	" $\frac{1}{9}$ disb'ts on Stafford, No. 2 - -		54 67
25	" $\frac{1}{9}$ of $150 advanced J. P. Laborde -		16 67
Dec. 2	" $\frac{1}{9}$ of Union Line's account, $357 75		39 75
			$9,375 78
1817.			
Jan. 31	" $\frac{1}{9}$ of $360, due Geo. Monk - -		$40 00
Feb. 26	" $\frac{1}{9}$ of Wood and *Win's* bill ag't schr. Stafford, $5 75 - - -		64
Mar. 18	" $\frac{1}{9}$ of Thomas Boyle's d'ft from New Orleans, $500 - - -		55 55

Contra. Cr. (Page 23.)

1816.		(Page 23.)
Oct. 10	By cash received of you, 7 Sept. - -	$250 00
"	By your note, 23 Aug., *a* 6 mos., favor J. G. Forbes - - - - -	681 53
22	By your note, 4 Sept., *a* 4 mos., favor J. C. and R. Neilson - - - -	170 87
"	By your note, 24 Aug., *a* 9 mos., favor Dupont, De Nemours & Co. - - -	931 50
"	By your note, 23 Aug., *a* 4 mos., favor Geo. Stiles - - - - -	202 42
26	By your note, this date, *a* 4 mos., favor Smith & Millholland - - - -	240 00
29	By your note, this date, *a* 4 mos., favor Smith & Ramsay - - - -	387 40
"	By your note, this date, *a* 4 mos., favor G. Lioni	750 00
"	By your note, 31 Aug., *a* 90 ds., favor Henry Thompson - - - -	692 20
	By $\frac{1}{8}$ proceeds schooner Stafford and cargo -	1,496 28
	By your note, dated Aug. 20, 4 mos., Jas. Creighton & Co. - - - -	617 01
	By your note, dated Oct. 14, 60 days, Job Smith - - - - -	195 39
Nov. 22	By your note, dated Nov. 20, *a* 4 mos., to Jno. E. Dorsey - - - - -	2,545 00
Dec. 17	By your note, dated Dec. 17, *a* 4 mos., to Lyde Goodwin - - - - -	216 18
		$9,375 78
1817.		
Mar. 18	By cash this day - - - -	$96 19

Dr. Jeremiah Sullivan.

1816.			
Oct. 10	To your $\frac{1}{10}$ interest in the Mexican company -		$8,391 04
31	" $\frac{1}{5}$ powder magazine acc't, $198 08 - -	$22 01	
	" $\frac{1}{5}$ Wm. Barker & Son, ac't, $197 43 - -	21 94	
	" $\frac{1}{5}$ Arch. Kerr, ac't, $16 64	1 85	
			45 80
Nov. 15	" $\frac{1}{5}$ balance of G. P. Stevenson's acc't		745 08
"	" $\frac{1}{5}$ of $300 advanced Capt. Boyle -		33 33
22	" $\frac{1}{5}$ J. E. Dorsey's bill for $40 -		4 44
23	" $\frac{1}{5}$ disbursements on Stafford, No. 2		54 68
25	" $\frac{1}{5}$ of $150, advanced J. P. Leborde		16 67
20	To 3 mos. 18 ds. interest on $2,100 to J. E. Dorsey - - - - -		37 80
Dec. 2	To your $\frac{1}{5}$ of Union Lines' acc't, $357 75 -		39 75
			$9,368 59
1817.			
Jan. 31	To your $\frac{1}{5}$ of $360, due Geo. Monk - -		$40 00
Feb. 26	" $\frac{1}{5}$ Wood & Winns' bill against sch'r Stafford, $5 75 - - -		64
Mar. 18	" $\frac{1}{6}$ Thos. Boyle's dft. from New Orleans, $500 - - -		55 56

2167.

Contra. Cr.

1816.			
Aug. 15	By cash received this day - - -		$500 00
Oct. 10	" your note 23d Aug., *a* 6 mos., to J. G. Forbes - - -		681 53
"	" do 16th Sept., *a* 60 ds. to G. Lioni - - -	$375	
"	" do 16th Sept., *a* do to do	375	
			750 00
14	" your note this date *a* 60 ds., favor Job Smith		195 39
"	" do 24th Aug., *a* 9 mos., favor Dupont, de Nemours & Co. -		931 50
"	" do 4th Sept., *a* 4 mos., J. C. & R. Neilson - - -		170 87
26	" do this date, *a* 4 mos., Smith & Milholland - - -		240 00
"	" do 23d Aug., *a* 4 mos., Geo. Stiles		202 43
"	" do 1st *Int.*, *a* 4 mos., Smith & Ramsay - - - -		387 40
Nov. 2	" do 20th Aug., *a* 4 mos., James Creighton & Co. - -		617 01
14	" do 31st Aug., *a* 90 ds., Henry Thompson - - -		692 20
	" $\frac{1}{8}$ proceeds schr. Stafford and cargo -		1,496 28
25	" your note 20th Nov., *a* 4 mos., to J. E. Dorsey - - -		2,137 80
Dec. 17	" " this date *a* 4 mos., to Dennis A. Smith - - -		366 18
			$9,368 59
1817.			
Mar. 18	By cash this day - - - -		$96 19

DR. James Williams. (Page 26.)

1816.			
Oct. 10	To your $\frac{1}{10}$ interest in the Mexican company		$8,391 04
31	" $\frac{1}{5}$ powder magazine, acc't, $198 08	$22 01	
	" $\frac{1}{5}$ W. Barker & Son, acc't, $197 43	21 93	
	" $\frac{1}{5}$ Arch. Kerr, acc't, $16 64	1 85	
			45 79
Nov. 15	" $\frac{1}{5}$ balance of Geo. P. Stevenson, acc't		745 08
"	" $\frac{1}{5}$ of $300, advanced Capt. Boyle		33 33
22	" $\frac{1}{5}$ of J. E. Dorsey's bill, $40		4 44
23	" $\frac{1}{5}$ of disb'ts on Stafford, No. 2		54 67
25	" $\frac{1}{5}$ of $150, advanced J. P. La Borde		16 67
Dec. 2	" $\frac{1}{5}$ Union Lines' account, $357 75		39 75
			$9,330 77
1817.			
Jan. 31	To your $\frac{1}{5}$ of $360, due George Monk		$40 00
Feb. 26	" $\frac{1}{5}$ of Wood & Winns' bill against schooner Stafford, $5 75		64
Mar. 18	" $\frac{1}{5}$ of Thos. Boyle's dft. from New Orleans, $500		55 55

(Page 27.) **Contra.** Cr.

1816.			
Oct. 10	By cash you paid P. Mercier - - -		$250 00
"	By your note 23d Aug., *a* 6 mos., to J. G. Forbes - - - - - -		681 54
"	By schooner Stafford - - - -		4,500 00
"	By your note 16th Sept., *a* 60 ds., to G. Lioni - - - -	$375	
"	By your note 16th Sept., at 4 months, to G. Lioni - - -	375	
			750 00
14	By your note this date, *a* 60 ds., to Job Smith -		195 39
"	By your note 4th Sept., 4 mos., to J. C. & R. Neilson - - - - -		170 87
"	By your note 24th Aug., *a* 9 mos. to Dupont, de Nemours & Co. - - -		931 50
"	By your note 23d Aug., *a* 4 mos., to George Stiles - - - - -		202 43
	By $\frac{1}{8}$ proceeds schooner Stafford and cargo -		1,496 28
Dec. 7	By L. Goodwin's order on you, favor J. P. Laborde - - - - -		150 00
"	By balance received by Geo. Monk - -		2 76
			$9,330 77
1817.			
Mar. 18	By cash this day - - -		$96 19

DR. George P. Stevenson.

1816.			
Oct. 10	To your $\frac{1}{16}$ interest in the Mexican company -		$8,391 02
			$8,391 02

DR. Lyde Goodwin.

1816.				
Oct. 10	To your $\frac{1}{16}$ interest in the Mexican company -			$8,391 05
"	" $\frac{1}{8}$ powder magazine account,			
31	$198 08	-	$22 00	
"	" $\frac{1}{8}$ W. Barker & Son, $197 43		21 92	
"	" $\frac{1}{8}$ Arch. Kear, $16 64	-	1 84	
				45 76
Nov. 15	" $\frac{1}{8}$ of balance of G. P. Stevenson acc't			745 08
"	" $\frac{1}{8}$ of $300, advanced Capt. Boyle -			33 33

2569.

Contra. Cr.

1816.		
Nov. 15	By $\frac{1}{16}$ Dupont, de Nemours' bill for powder -	$828 00
"	" $\frac{1}{8}$ J. C. & R. Neilson, acc't for swords -	170 87
"	" $\frac{1}{8}$ Lioni's bill for cartridges - -	750 00
"	" $\frac{1}{8}$ James G. Forbes' acc't for military accoutrements - - - -	681 54
		$2,430 41
"	By Dennis A. Smith, for $\frac{2}{8}$ of balance -	1,490 14
	Hollins & McBlair, " $\frac{1}{8}$ do - -	745 07
	Descaves & Mercier, " $\frac{1}{8}$ do - -	
	Thomas Sheppard, " $\frac{1}{8}$ do - -	745 08
	James Williams, " $\frac{1}{8}$ do - -	745 08
	Jeremiah Sullivan, " $\frac{1}{8}$ do - -	745 08
	John Gooding, " $\frac{1}{8}$ do - -	745 08
	Lyde Goodwin, " $\frac{1}{8}$ do - -	745 08
		$8,391 02

Contra. Cr.

1816.		
Oct. 14	By your note 24 Aug., *a* 9 mos., favor Dupont, de Nemours - - - -	$931 50
"	By your note 4 Sept., *a* 4 mos., favor J. C. & R. Neilson, pd. - - - -	170 87
"	By your note 14 Oct., *a* 60 ds., 13 *a* 16 Nov., favor Job J. Smith, pd. - - -	195 39
"	By your note 16 Sept., *a* 60 ds., 13 *a* 16 Nov., favor G. Lioni, pd. - - $375	
"	By your note 16 Sept., *a* 4 mos., 13 *a* 16 Nov., favor G. Lioni, pd. 375 ——pd.	750 00
"	By your note 1 Oct., *a* 60 ds., 3d Dec., favor Lewis & Hill, pd. - - - -	137 00
"	By your note 4 Sept., *a* 60 ds., 3d Dec., favor J. K. Stapleton, pd. - - -	277 87
"	By your note 27 Aug., *a* 6 mos., Feb. 27, favor James Sloan, pd. - - -	849 00
"	By your note 23 Aug., *a* 6 mos., 23 *a* 26 Feb., favor Geo. Stiles, pd. - -	202 43
"	By your note 29 Oct., *a* 6 mos., favor Smith & Ramsay - - - -	387 40

Dr. Lyde Goodwin—*Continued*.

Carried to folio 56 - - $9,215 22

1816.			
Nov. 14	By your acknowledgment to James G. Forbes		$681 53
15	By cash paid the following persons:		
	E. Fitzgerald's bill against Felix Cubana - - - -	$400 00	
	Kennedy & Schlicker's bill against Felix Cubana - - -	125 94	
	S. Applegarth's bill against Felix Cubana - - - -	30 00	
	J. W. Farrell's bill against Felix Cubana - - - -	47 78	
	S. G. Alber's bill against Felix Cubana - - - -	9 96	
	E. Hall's bill against Felix Cubana	69 96	
	N. Lock's bill for drums, cargo of Calypso - - - -	20 00	
	J. Mankin's bill for freight from New York - - - -	103 70	
	T. Carroll's bill for drayage of cannon	45 00	
	J. D. Price's bill for cargo of Calypso	87 47	
	R. E. Ruthren's bill for cargo of Calypso - - - -	14 50	
	J. H. Baker's bill for cargo of Calypso - - - -	63 00	
	Job J. Smith's acc't, my prop'n cargo of Calypso - - -	200 00	
	Capt. Thos. Boyle, on account -	150 00	
	Cartage, laborers, drayage, &c. -	10 00	
			1,377 31
	By cash paid laborers, stage hire, and drayage - - - -	3 01	
	By cash paid John McAllister, bill drayage - - - -	78 75	
	By cash paid Chas. A. Mette's bill, cargo Calypso - - -	116 94	
	By cash paid John Stewart's bill, cargo Calypso - - -	85 00	
	By cash paid James Daly's bill, Felix Cubana - - -	104 75	
	By cash paid powder magazine acc't	198 08	
	By cash paid Jos. R. Stapleton's additional bill - - -	17 55	
			604 08
	Carried to folio 56 - -		6,564 38

Dr. James Creighton & Co.

1810.			
Oct. 10	To your $\frac{1}{10}$ interest in the Mexican company		$8,391 02
"	To D'Arcy & Didier's interest, purchased by you		8,391 01
"	To your $\frac{2}{5}$ powder magazine account, $198 08	$44 02	
"	To your $\frac{2}{5}$ Wm. Barker & Son's account, $197 43	43 43	
"	To your $\frac{2}{5}$ Arch. Kerr, $16 64	3 70	
			91 60
Nov. 15	To your $\frac{2}{5}$ balance of G. P. Stevenson's acc't		1,490 14
"	To your $\frac{2}{5}$ of $300 advanced Capt. Boyle, on account of his compensation		66 67
22	To your $\frac{2}{5}$ of J. E. Dorsey's bill, $40		8 90
23	To your $\frac{2}{5}$ of disbursements on Stafford, No. 2		109 34
25	To your $\frac{2}{5}$ of $150 advanced J. P. LaBorde		33 32
Dec. 2	To your $\frac{2}{5}$ of Union Line's account, $357 75		79 50
17	To amount of balance of Hollins & McBlair's account		268 69
"	To John Gooding's note, this date, *a* 4 mos., favor Lyde Goodwin		216 18
"	To Jere. & John Sullivan's note, this date, *a* 4 mos., favor yourself		366 18
19	To debenture No. 862, favor Lyde Goodwin, due 5th March	$116 00	
"	To debenture No. 863, favor Lyde Goodwin, due 5th May	116 00	
"	To debenture No. 864, favor Lyde Goodwin, due 5th July	116 06	
			348 06
1817.			
Jan. 31	To your $\frac{2}{5}$ of $360 due G. Monk		80 00
Feb. 26	To your $\frac{2}{5}$ of Wood & Winn's bill against schooner Stafford, $5 75		1 28
Mar. 18	To $\frac{2}{5}$ of Thomas Boyles' draft, from New Orleans, $500		111 10

Dr. D'Arcy & Didier. (Page 34.)

1816.		
Oct. 10	To your $\frac{1}{10}$ interest in the Mexican company	$8,391 01
"	To D. A. Smith, this sum transferred to him	500 00
		$8,891 01

(*Say Dennis A. Smith.*)—Contra. Cr.

1810.		
Oct. 10	By cash you paid to Lyde Goodwin - -	$2,500 00
"	" amo't of M. Kimmel's bill, cargo of Calypso	2,457 98
"	" your note 23d August, *a* 6 months, favor J. G. Forbes - - - - -	681 53
"	" amount of sundries you furnished Gen. Mina	1,970 57
"	" amount of moneys you paid Gen. Mina -	6,758 42
"	" cash received of D'Arcy & Didier - -	500 00
"	" your note 24th August, *a* 9 months, to Du-pont de Nemours - - - -	1,863 00
"	" your note 4th Sept., *a* 4 months to J. C. & R. Neilson - - - - - -	170 87
"	" $\frac{2}{3}$ proceeds schooner Stafford and cargo	2,992 56
1817.		
Mar. 18	" cash this day - - - - - -	158 06

(Page 35.) Contra. Cr.

1816.		
Sept. 4	By cash received this day - - - - -	$500 00
Oct. 10	By D. Smith, for your $\frac{1}{10}$ interest in Mexican company transferred - - - -	8,391 01
		$8,891 01

Dr. Thomas Sheppard.

1816.				
Oct. 10	To your $\frac{1}{10}$ interest in the Mexican company			$8,391 05
31	To your $\frac{2}{5}$ pow'r magaz'e acc.	$198 08	$22 01	
31	To your $\frac{1}{9}$ W. Barker & Son acc.	197 43	21 94	
31	To your $\frac{1}{9}$ Archibald Kerr's acc.	16 64	1 85	
				45 80
Nov. 15	To your $\frac{1}{8}$ of balance of G. P. Stevenson's acc't			745 08
15	To your $\frac{1}{9}$ of $300 advanced Captain Boyle			33 34
21	To 3 months 18 days interest on $1,254 91 due J. E. Dorsey			22 57
22	To balance of your account, No. 2			98
22	To your $\frac{1}{9}$ of J. E. Dorsey's bill for $40			4 44
23	To your $\frac{1}{9}$ of disbursements on Stafford, No. 2			54 67
25	To your $\frac{1}{9}$ of $150 advanced J. P. La Borde			16 67
Dec. 2	To your $\frac{1}{9}$ of Union Lines' account, $357 75			39 75
1817.				
Jan'y 31	To your $\frac{1}{9}$ of $360 due George Monk			40 00
Feb. 26	To your $\frac{1}{9}$ of Wood & Winn's bill against schr. Stafford, $5 75			64
Mar. 18	To your $\frac{1}{9}$ of Thomas Boyle's draft from New Orleans, $500			55 55

2F72

Contra. Cr.

1816.			
Oct.	10	By cash you paid P. Mercier - - - -	$500 00
	10	By amount of your bill against cargo of Calypso	1,704 62
	10	By amount of N. Stansbury against schr. Stafford	178 65
	10	By your note 23d Aug., *a* 6 mo. to J. G. Forbes	681 54
	14	By your note this day, *a* 60 days to Job Smith	195 39
	14	By your note 4th Sept., *a* 4 mo. to J. C. & R. Neilson - - - - - - - - -	170 87
	14	By y'r note 24th Aug., *a* 9 mo. to Dupont, de Nemours & Co. - - - - - - -	931 50
	14	By your note 23d Aug., *a* 4 mo. to Geo. Stiles	202 43
	26	By your note this day, *a* 4 mo. to Smith and Millholland - - - - - - - -	240 00
	26	By your note 1st Oct., *a* 4 mo. to Smith and Ramsay - - - - - - - - -	387 40
	31	By your note 20th Aug., *a* 4 mo. to J. Creighton & Co. - - - - - - - - -	617 01
Nov.	14	By your note 31st Aug., *a* 90 days to H. Thompson - - - - - - - - -	346 10
		By $\frac{1}{8}$ proceeds schooner Stafford and cargo -	1,496 28
	22	By your note 20th inst., *a* 4 mo. to John E. Dorsey - - - - - - - - -	1,277 48
	29	By y'r note 16th Oct., *a* 60 days to G. Lioni $375	
		By your note 16th Oct., *a* 4 mo. to G. Lioni 375	
			750 00

Disbursements on Spanish schooner Felix Cubana.

N. F. Williams -	30 bbls. beef and 15 bbls. pork -	$735 00
A. Crawford - -	100 bbls. navy bread - - -	479 61
Thomas Marean -	10 boxes cod fish - - -	45 00
Robert Applegarth -	Portage of provisions on board -	30 00
S. G. Albers - -	1 barrel of vinegar - - -	9 96
Edward Hall - -	2 tierces rice - - - -	69 96
James W. Farrell -	1163 ft. cullings, 423 ft. scantling	47 78
Edward Fitzgerald -	16 pieces canvas - - -	400 00
Kennedy & Schlicker	Sailmakers - - - -	125 94
John Diffenderfer -	Camboose and iron pots - -	60 00
Franklin Man'ng Co.	Cartridge paper - - - -	27 50
James Daly - -	30 water casks - - - -	104 75
James Ganteaume -	Musket cartridges, flints, &c. -	141 81
James B. Stansbury -	Medicines furnished Dr. Dunkel	6 25
Jas. Creighton & Co.	2 pipes Naples brandy, 284 galls. *a* $1 40 cts. - - - -	397 60
		2,681 16
	● Advance 100 per cent -	2,681 16
		$5,362 32

Account of sundry articles furnished by Dennis A. Smith.

Golder & Thomas -	10 pair blankets - - -	$233 25
Eli Hewitt - -	Tobacco and snuff - - -	59 24
G. G. Presbury -	Cloth, duck, and silk h'dkerchiefs	573 25
John Steinbeck -	Hussar caps - - - -	215 00
Alexander Briscoe -	Boots and shoes - - -	302 50
Charles Valette - -	Stores for ship Caledonia - -	146 63
W. & R. Hall - -	Furniture for officers' equipment	413 00
Harrison & Sterrett -	1 box soap - - - -	27 20
Cash - - -	Drayage of sundries - - -	50
		1,970 57
	Advance 100 per cent. -	1,970 57
	E. E.	$3,941 14

BALTIMORE, *September* 25, 1816.
Signed, LYDE GOODWIN.

N. B. annexed to the two foregoing accounts.

The above articles I hereby acknowledge to have received, and promise to repay for the same, with an addition of one hundred pr. cent. as pr. statement above.

XAVIER MINA.

Baltimore, September 25th, 1816.

Sundry disbursements on ship Caledonia.

Doct. Hamilton, sundry medicines	$25 50
J. Jillard & Co., hire of schooner	10 00
James Daley, water casks	125 00
Morris Leahy, cooper	12 00
Taylor & McNeal, scowage of guns	32 50
J. Diffenderfer, camboose	46 00
G. & R. Waters, candles	11 77
L. & J. Barney, bread	669 15
James Ramsay, stores	1,428 02
James Creighton & Co., 2 pipes Naples brandy	435 40
	$2,795 34
J. Creighton & Co., commission 2½ p. ct.	69 88
	$2,865 22
Advance 100 p. ct.	2,865 22
Dollars,	$5,730 44

E. E.

BALTIMORE, *Sept. 25th*, 1816.

I hereby acknowledge to have received the above articles for the use of the ship Caledonia, amounting to two thousand eight hundred and sixty-five dollars twenty-two cents, for which I promise to pay one hundred pr. cent., or five thousand seven hundred and thirty dollars and forty-four cents.

XAVIER MINA.

Baltimore, September 25th, 1816.

Acknowledgment of General Mina.

I hereby acknowledge to have received from the company the sum of ten thousand six hundred and forty-three dollars eight cents in money, as p. account subjoined, for which I promise to pay one hundred p. cent. on the amount, say twenty-one thousand two hundred and eighty-six dollars, sixteen cents.

[*Account acknowledged by General Mina.*]

From Mr. Dennis A. Smith:		
Cash in Baltimore - - -	$1,500 00	
Do. in Philadelphia - -	1,973 42	
Do. in New York - - -	3,285 00	
		6,758 42
From Mr. P. Mercier:		
Cash in Philadelphia - - -	$2,000 00	
Do. in Baltimore - - -	500 00	
Do. do. paid Mr. La Borde -	840 00	
Do. for sundry articles furnished by Mr. Mercier - - -	344 66	
Do. for d'ft on Mr. Chartstegy at Port-au-Prince - - -	200 00	
		3,884 66
		$10,643 08
Advance 100 p. ct. -		10,643 08
		$21,286 16

Baltimore, September 25th, 1816. XAVIER MINA.

James G. Forbes.

Amount of invoice of James G. Forbes - - -		$11,016 25
J. G. Forbes' ½ is - - -	$5,508 12	
Deduct ½ freight $103 70 - 51 85		
Stamps - - - 4 00		
	55 85	
	$5,452 27	
Notes sent J. G. Forbes, as follows:		
James Williams, Aug't 23, 1816, at 6 months	$681 54	
Thos. Sheppard, " " "	681 54	
Jerem'h Sullivan, " " "	681 53	
John Gooding, " " "	681 53	
Hollins & McBlair, " " "	681 53	
Lyde Goodwin, " " "	681 53	
Geo. P. Stevenson, " " "	681 54	
Dennis A. Smith " " "	681 53	
	$5,452 27	

I hereby certify, that James G. Forbes, of New York, holds an interest in the cargo of the brig Calypso, Thomas Boyle, master, to [the] amount of five thousand five hundred and eight dollars and twelve cents, being his one half of sundry articles furnished by him for the use of General Mina, and shipped in the Calypso, as pr. his account, dated New York, 23d August, 1816, which said sum of $5,508 12, together with the profit thereon, is to be paid to Mr. Forbes by the gentlemen composing the company connected with the above voyage of the Calypso, whenever the same is received by them from General Mina, as p. their agreement with him.

(Signed) LYDE GOODWIN,
Agent of the company.

Baltimore, Oct. 7th, 1816.

Cost of cargo per brig Calypso, Thomas Boyle, master.

No. 1	Michael Kimmel, sundry articles of hardware -	$2,457 98
2	Hu. Boyle & Co., hoop and bar iron - -	540 16
3	J. C. & R. Neilson, swords and belts - -	1,367 00
4	Geo. Stiles, 4 p's of artillery and shot - -	1,214 57
5	Thos. Sheppard, cloth, slops, &c. - - -	1,704 62
6	D. McCaughan, tin canisters, gun ladles, &c. -	364 17
7	James Sloan, boots and shoes - - - -	849 00
8	Charles A. Mette, 50 pick axes - - -	116 94
9	John A. Baker, wildbore for cannon cartridges -	63 00
10	Archibald Teal, elevating screws and brass boxes	300 00
11	Smith & Ramsey, blacksmith's work on guns	1,937 12
12	Dutton Richards, do. do. on gun carriages - - - - - - - -	254 50
13	Thomas Ryan, cannon balls and patterns -	139 70
14	Smith & Millholland, making gun carriages, &c.	1,200 70
15	Job Smith & M. F. Maher, timber for gun carriages - - - - - - - -	1,172 32
16	John Scubey & Co., round grape and canister shot - - - - - - - -	330 06
17	Wm. Denny, cartridge boxes, &c. - - -	498 40
18	Wm. Runey, gun carriage rollers, patterns, &c.	142 50
19	Franklin M'g Co., cartridge paper and printing do. - - - - - - - -	806 82
20	Isaac D. Price, fuzes, and shot blocks - -	87 47
21	John Stewart, bullet moulds - - - -	85 00
22	Jos. K. Stapleton, setting knots, &c. - -	295 42
23	G. Lioni, making cartridges, cannon, &c. -	6,058 41
24	Jos. Share, brass boxes, sheaves, hammers, &c.	611 41
25	Andrew Myer, bitts for mortars and models -	460 00

Cost of cargo per brig Calypso—Continued.

26	Thos. Galloway, paints, and paint oil - -	$77 00
27	Peter Fenby, flour barrels, and cooperage of powder - - - - - - - -	304 59
28	Lewis & Hill, gun wheels and limbers - -	137 00
29	Nathaniel Lock, drums and sticks - - -	20 00
30	Robt. E. Ruthren, cartridge and musket formers	14 50
31	J. B. Stansbury, medicine chest, boxes, &c. -	427 45
32	Geo. & R. Waters, mats - - - - -	18 75
33	Thos. Carroll, hauling guns to the vessel - -	45 00
34	Taylor & McNeil, scowage of powder, iron, &c.	19 50
	Carried forward - - - - - -	$24,121 06
	Amount brought forward - - - -	$24,121 06
35	John E. Dorsey, cannon, mortars, shells and balls - - - - - - - - -	8,314 91
36	Dupont, Nemours & Co., 1,035 qr. casks powder, *a* $8 - - - - - - - -	8,280 00
37	James G. Forbes, military accoutrements - -	5,508 12
38	Lyde Goodwin, freight of do. from New York - - - - - - - -	103 70
39	John McAllister, drayage of sundries to vessel -	64 75
40	Henry Thompson, lead for bullets - - -	2,422 71
41	Cash, drayage, laborers, &c. - - - -	10 00
		$48,825 25
	D'Arcy & Didier, for their $\frac{1}{10}$ - -	$4,882 52
	Hollins & McBlair, " $\frac{1}{10}$ - -	4,882 52
	Descaves & Mercier, " $\frac{1}{10}$ - -	4,882 52
	Dennis A. Smith, his $\frac{1}{10}$ - -	4,882 52
	Geo. P. Stevenson, " $\frac{1}{10}$ - -	4,882 52
	Jeremiah Sullivan, " $\frac{1}{10}$ - -	4,882 53
	Jno. Gooding, " $\frac{1}{10}$ - -	4,882 53
	James Williams, " $\frac{1}{10}$ - -	4,882 53
	Thomas Sheppard, " $\frac{1}{10}$ - -	4,882 53
	Lyde Goodwin, " $\frac{1}{10}$ - -	4,882 53
		$48,825 25

BALTIMORE, *October 10th*, 1846.

Cost of cargo of schooner Stafford.

1816.	Von Kapff & Brune, at 6 months:		
Aug. 1.	4 cases Bretagnes, cont'g 500 pieces samples, pieces included, *a* $3½, is -	$1,750 00	
	2 cases platillas, cont'g 100 ps. sample piece included, *a* $15 -	1,500 00	
	2 cases brown do. cont'g 100 ps. including the samples, *a* $12 60	1,260 00	
	1 case estopillas, cont'g 98 pieces, Sample box 4, 102 ps. *a* $5 60 -	571 20	
		$5,081 20	
	Less debenture - -	692 30	$4,388 90
	S. Smith & Buchanan, at 6 months, 2 bales Alleabad Mamoodies, 40 by 2 each; 100 pieces is 200 ps., *a* $5 75, is - - -	1,150 00	
	2 bales company's Gurrahs, each 80, is 160 ps. *a* $5 50, is -	880 00	
		2,030 00	
	Less debenture - -	253 46	1,776 54
	Descaves & Mercier at 6 months, 1 case linen cambrics, francs 2,698, *a* 32 cts. - - -	863 36	
	1 case ditto francs 2,698, *a* 32 cts. - - -	863 36	
	1 case cont'g gold and silver watches, 4,145, *a* 30 cts. -	1,243 50	
	1 case cont'g ladies and men's silk hose, 4,120, *a* 32 cts. -	1,318 40	
		$4,288 62	
	Less debenture - -	348 06	3,940 56
			$10,106 00

BALTIMORE, *October 10th*, 1816.

Contra. Cr.

To cost of cargo schooner Stafford - -			$10,106 00
D'Arcy and Didier for their $\frac{1}{10}$ above cargo - - -	$1,010 60		
Hollins and McBlair for their $\frac{1}{10}$ above cargo - - -	1,010 60		
Descaves and Mercier, for their $\frac{1}{10}$ above cargo - - -	1,010 60		
Dennis A. Smith, for his $\frac{1}{10}$ above cargo - - - -	1,010 60		
George P. Stevenson, for his $\frac{1}{10}$ above cargo - - -	1,010 60		
Jeremiah Sullivan, for his $\frac{1}{10}$ above cargo - - -	1,010 60		
John Gooding, for his $\frac{1}{10}$ above cargo - - - -	1,010 60		
James Williams, for his $\frac{1}{10}$ above cargo - - - -	1,010 60		
Thomas Sheppard, for his $\frac{1}{10}$ above cargo - - -	1,010 60		
Lyde Goodwin, for his $\frac{1}{10}$ above cargo - - - -	1,010 60		
			$10,106 00

Dr. *Descaves & Mercier.*

1810.			
Oct. 10	To your $\frac{1}{10}$ interest in the Mexican company		$8,391 03
" "	" this sum you received of James Williams - - - -	$250 00	
" "	" do. do. of Thos. Sheppard	500 00	
			750 00
" 31	" your $\frac{1}{5}$ powder magazine account $198 08 - - - -	22 01	
	" your $\frac{1}{5}$ Wm. Barker & Son's ac't $197 43 - - - -	21 94	
	" your $\frac{1}{5}$ Arch. Kerr's ac't, $16 64	1 85	
			45 80
Nov. 15	" your $\frac{1}{5}$ J. E. Dorsey's bill for $40 -		4 45
" "	" your $\frac{1}{5}$ Capt. Boyle's advance of $300 -		33 34
" 23	" your $\frac{1}{5}$ Disbursements on Stafford, No. 2 -		54 68
" 25	" your $\frac{1}{5}$ of $150 advanced to J. P. Laborde		16 67
Dec. 2	" your $\frac{1}{5}$ of Union Line's ac't, $353 75 -		39 75
1817.			
Jan. 31	" your $\frac{1}{5}$ of $360 due Geo. Monk - -		40 00
Feb. 26	" your $\frac{1}{5}$ of Wood & Winn's bill against schr Stafford, $5 75 - - - -		64
Mar. 18	" your $\frac{1}{5}$ Thos. Boyle's d'ft from New Orleans, $500 - - - -		55 55

Contra. Cr.

1810.		
Oct. 10	By amount your ac't for cargo of Stafford -	$3,940 56
" "	" " you paid on ac't Gen. Mina -	3,884 66
	" $\frac{1}{10}$th proceeds schr. Stafford and cargo -	1,330 02
	" debentures due in March, May, and July, each for $116 - - - -	348 06

Dr. *The Mexican Company.*

To cost of schr. Stafford and cargo,	No. 1	$16,746	03
" do of brig Calypso,	No. 2	48,825	25
" disbursements on ship Caledonia,	No. 3	2,945	22
" do. on schr. Felix Cubana,	No. 4	2,695	16
" Amount of sundries furnished by D. A. Smith,	No. 5	1,970	57
" do. of moneys furnished Gen. Mina,	No. 6	10,643	08
" do. of flour per bill just in	No. 7	85	00
Dollars - -		$83,910	31

Baltimore, October 10th, 1816.

RECAPITULATION.

D'Arcy & Didier,
Hollins & McBlair,
Descaves & Mercier,
Dennis A. Smith,
Thomas Sheppard,
John Gooding,
James Williams,
Jeremiah Sullivan
Geo. P. Stevenson,
Lyde Goodwin.

Recapitulation.

Persons.	Stafford, No. 1.	Calypso, No. 2.	Caledonia, No. 3.	Cubana, No. 4.	No. 5.	No. 6.	No. 7.	Total.
D'Arcy & Didier, for $\frac{1}{16}$	$1,674 61	$4,882 52	$294 52	$269 51	$197.5	$1,064 30	$8 50	$8,391 01
Hollins & McBlair, " $\frac{1}{16}$	1,674 61	4,882 52	294 52	269 51	197.5	1,064 30	8 50	8,391 01
Descaves & Mercier, " $\frac{1}{16}$	1,674 61	4,882 52	294 52	269 52	197.5	1,064 31	8 50	8,391 03
Dennis A. Smith, " $\frac{1}{16}$	1,674 60	4,882 52	294 52	269 51	197.6	1,064 31	8 50	8,391 02
Thomas Sheppard, " $\frac{1}{16}$	1,674 60	4,882 53	294 53	269 52	197.6	1,064 31	8 50	8,391 05
John Gooding, " $\frac{1}{16}$	1,674 60	4,882 53	294 52	269 52	197.6	1,064 31	8 50	8,391 04
James Williams, " $\frac{1}{16}$	1,674 60	4,882 53	294 52	269 52	197.6	1,064 31	8 50	8,391 04
Jeremiah Sullivan, " $\frac{1}{16}$	1,674 60	4,882 52	294 52	269 52	197.6	1,064 31	8 50	8,391 04
Geo. P. Stevenson, " $\frac{1}{16}$	1,674 60	4,882 52	294 52	269 51	197.6	1,064 31	8 50	8,391 02
Lyde Goodwin, " $\frac{1}{16}$	1,674 60	4,882 53	294 53	269 52	197.6	1,064 31	8 50	8,391 05
						Dollars -	-	83,910 31

E. E.—Baltimore, *October* 10*th*, 1816.

Gill vs. Oliver's Ex'rs et al.

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DR. *Mexican Company.*

1816.				
Nov.	To Descaves & Mercier, for their $\frac{1}{10}$ -		-	$1,330 02
"	" Dennis A. Smith, for his $\frac{2}{10}$, assuming G. P. Stevenson's $\frac{1}{10}$ -	-	-	2,992 56
"	" Hollins & McBlair, for their $\frac{1}{10}$,	do	do	1,496 28
"	" John Gooding, for his $\frac{1}{10}$,	do	do	1,496 28
"	" James Williams, for his $\frac{1}{10}$,	do	do	1,496 28
"	" J. Sullivan, for his $\frac{1}{10}$,	do	do	1,496 28
"	" Thos. Sheppard, for his $\frac{1}{10}$,	do	do	1,496 28
"	" Lyde Goodwin, for his $\frac{1}{10}$,	do	do	1,496 30
				$13,300 28

DR. *Thomas Sheppard.* No. 2. (Page 54.)

1816.		
Oct. 24	To Mexican company, No. 2, for schr. Stafford	$5,000 00
		$5,000 00

No. 2. *Contra.* Cr.

1816.		
Oct. 24	By Thos. Sheppard, for schr. Stafford -	$5,000 00
Nov.	" sales of cargo, per Stafford, as per R. Lemmon & Co., acc't - - -	2,134 84
	" returned S. Smith & Buchanan am't furnished by them - - -	1,776 54
	" returned Von Kapff & Brune am't furnished by them - - - -	4,388 90
		$13,300 28

(Page 55.) *Contra.* Cr.

1816.		
Oct. 25	By your note, this date, *a* 3 mos., to Arch'd Teal - - - - -	$300 00
26	By your note, this date, *a* 3 mos., to J. Creighton & Co. - - - -	262 77
24	By your note, this date, *a* 3 mos., to Dutton Richards - - - - -	254 50
27	By your note, this date, *a* 4 mos., to Wm. Denny - - - - -	498 40
Nov. 2	By L. Goodwin's order on you, favor Jos. Share	611 41
"	By your note, 27 Oct., *a* 3 mos., to Jno. Scobey & Co. - - - -	330 06
4	By your note, 27 Oct., *a* 4 mos., to Davis McCaughan - - - -	364 17
"	By your note, 27 Oct., *a* 3 mos., to Thos. Ryan - - - - -	139 70
"	By your note, 29th Oct., *a* 3 mos., to Andrew Myer - - - - -	460 00
6	By your note, 28 Oct., *a* 4 mos., to Peter Fenby - - - - -	304 59
8	By your note, 25 Oct., *a* 3 mos., to James Ganteaume - - - -	141 81
"	By your note, 26 Oct., *a* 4 mos., to Hu. Boyle & Co. - - - -	540 16
"	By your note, 31 Oct., *a* 4 mos., to Isaac McKim - - - - -	364 00
"	By L. Goodwin's order on you, favor James B. Stansbury - - - -	427 45
22	By balance carried to Thomas Sheppard's acc't	98
		$5,000 00

DR. *Lyde Goodwin.*

1816.	To amount from folio 30 - -		$9,215 22
Nov. 22	To your ⅓ J. E. Dorsey's bill for $40 -		4 45
23	" ⅓ disb'ts on Stafford, No. 2. -		54 68
Dec. 2	" ⅓ of Union Line's account $353 75 -		39 75
	" ⅓ of $150 advanced J. P. Laborde -		16 67
	To cash received of the following persons:		
	Dennis A. Smith -	$2,500 00	
	D'Arcy & Didier -	500 00	
	Jeremiah Sullivan -	500 00	
	John Gooding -	250 00	
	R. Lemmon & Co. -	2,134 84	
			5,884 84
1817.			
Jan. 31	To your ⅓ of $360, due G. Monk - -		40 00
Feb. 26	" ⅓ of Wood & Winn's bill ag't schooner Stafford, $5 75 - -		64
Mar. 18	" ⅓ of Thos. Boyle's d'ft from N. Orleans, $500 - - -		55 55

1816.	By amount from folio 30 - -		$6,564 38
Nov. 15	By cash paid W. Roney's bill, cargo of Calypso		142 50
"	" cash " disb'ts on schooner Stafford, viz:		
	J. Hughes' bill for ballast -	$48 00	
	W. Broaderhaus' bill for arms -	58 25	
	Dr. Martin, bill for medicine chest	14 00	
	Fees of entry at custom-house -	22 18	
	Portage bill for crew - -	158 38	
	M. Breck, mate's wages -	75 00	
	Capt. C's bill of disbursements -	5 00	
	John Coleman, due him -	125 50	
	Pilotage to sea 34 50; Boatbuilder 13 00 - - -	47 50	
	Stage hire to the point - -	1 50	
	D. James for shipping crew -	166 00	
	D. Burke for oars - -	11 00	
	J. McAllister for drayage -	6 00	
	Pilotage from sea - -	46 00	
	L. & J. Barney's bill, bread -	70 00	
	James Ganteaume's " cartridges	92 02	
	King & Johnson, riggers -	49 38	
			995 71
"	" MezickJohnson,cord'g and ship chandl'y pd.		525 99
"	" Babtist Mezick, wharfage sch'r Stafford pd.		22 00
"	" Am't p'd ord'r of Cap. Boyle for his advances		150 00
"	" $\frac{1}{8}$ proceeds schooner Stafford and cargo -		1,496 30
27	" your note to G. Lioni, 27 Nov., *a* 4 months - - -	250 00	
	27 Nov. *a* 5 mos. -	250 00	
	" " " 6 mos. -	250 00	
			750 00
"	" cash paid J. Coleman's draft from Port-au-Prince - -	50 00	
	paid Job J. Smith's bill against Stafford - - -	15 67	
			65 67
Dec. 21	" cash paid Thomas Gallaway's bill cargo of Calypso - - - -		77 00
26	" Do. John Baron, jr., " disb'ts of Stafford		8 00
28	" Do. Kemp & Gardner's " ditto -		73 00

Disbursements on schooner Stafford, No. 2.

1816.		
Oct. 15	To cash paid fees of entry at custom-house -	$22 18
	" do " portage bill as p. acc't - -	158 38
	" do " Capt. Coleman as p. his acc. -	175 50
	" do " C. Brock, mate's wages -	75 00
	" do " Capt. Coleman, he paid sundries	5 00
	" do " pilotage from sea - -	46 00
	" do " Babtist Mezick, wharfage -	10 00
		$492 00
Nov. 25	To amount of advance paid J. P. La Borde -	$150 00
		$150 00

Contra. Cr.

1816.					
Nov. 23	By D. A. Smith for his	2/9	disb'ts No. 2.	-	$109 34
"	Hollins & McBlair	1/9	" "	-	54 67
"	Thomas Sheppard	1/9	" "	-	54 67
"	James Williams	1/9	" "	-	54 67
"	John Gooding	1/9	" "	-	54 67
"	Jeremiah Sullivan	1/9	" "	-	54 68
"	Lyde Goodwin	1/9	" "	-	54 68
"	Descaves & Mercier	1/9	" "	-	54 68
					$492 06
Nov. 25	By Dennis A. Smith, for his	2/9ths.		-	$33 32
"	Hollins & McBlair, their	1/9		-	16 66
"	Descaves & Mercier, "	1/9		-	16 67
"	Thomas Sheppard, his	1/9		-	16 67
"	James Williams "	1/9		-	16 67
"	John Gooding "	1/9		-	16 67
"	Jeremiah Sullivan "	1/9		-	16 67
"	Lyde Goodwin "	1/9		-	16 67
					$150 00

Sales at auction by R. Lemmon & Co., by order of Mr. Lyde Goodwin.

1816.			
Oct. 24	Schooner Stafford, 3 and 4 months, Thomas Sheppard - - - - -		$5,000 00
	Charges.		
	Advertising and bellman -	$6 50	
	U. S. and city duties 1½ per cent. -	75 00	
	Commission ½ per cent. -	25 00	
			$106 50
			$4,893 50

E. E.

(Signed) For R. L. & Co.,
C. F. SINGLETON.

Sales of schooner - - - -		$4,893 50
Do. cargo - - - - -		2,790 62
		$7,684 12
Commission 2½ per cent. -	$192 10	
Duties at custom-house -	357 18	
		549 28
		7,134 84
Schooner charged - - - -		5,000 00
Carried to the credit of Mexican company -		$2,134 84

Sales at auction by R. Lemmon & Co., for Mr. Lyde Goodwin.

1816.			
Oct. 28	Under $500, cash—500 or more, 4 mos.		
	‡21 & 22. 2 cases linen cambric, frs. 5,380, 20 cts, C. W. Karthaus & Co. - -		$1,076 00
	" 26. 1 case gold and silver watches, 4,135, 22, T. C. Proebsting - - -		909 70
			1,985 70
	Charges.		
	Advertising and catalogues - -	$6 75	
	Drayage, cooperage, and laborers -	2 75	
	U. S. duties and city do., 3 p. ct. -	59 57	
	Commission, 1 p. ct. - - -	19 86	
			88 93
			1,896 77
Nov. 16	‡46. 1 case silk hose, cost frs. 4,104, *a* 22 cts., S. S. Nicholas - - -	$902 88	
	Charges, commission 1 pr. ct. -	9 03	
			893 85
	Dollars - -		2,790 62

E. E. For R. Lemmon & Co.,
(Signed) CHAS. F. SINGLETON.

DR. *The Mexican Company.*

1816.			
Oct. 10	To amount of sundry accounts, see folio 50 -		$83,910 31
	The following bills came in since that account was closed, and which *has* been charged to the respective interests, viz:		
	Advanced Capt. Thos. Boyle, No. 8,	$300 00	
	Do. Mr. John [P.] Laborde, 9,	150 00	
	Am't of Wm. Barker & Sons' bill, 10,	197 43	
	Do. Powder magazines " 11,	198 08	
	Do. Arch'd Kerr's " 12,	16 64	
	Do. John E. Dorsey " 13,	13 40	
	Do. Union Lines " 14,	357 75	
			1,259 90

[RECAPITULATION.]

Nos. -	8	9	10	11	12	13	14
	$300 00	$150 00	$197 43	$198 08	$16 64	$40 00	$357 75
By Dennis A. Smith, 2-9 - -	66 67	33 32	43 88	44 02	3 70	8 90	79 50
By Hollins & McBlair, 1-9 -	33 33	16 66	21 94	22 01	1 85	4 44	39 75
By John Gooding, 1-9 - -	33 33	16 67	21 94	22 01	1 85	4 44	39 75
By James Williams, 1-9 - -	33 33	16 67	21 93	22 01	1 85	4 44	39 75
By Thos. Sheppard, 1-9 - -	33 34	16 67	21 94	22 01	1 85	4 44	39 75
By Jeremiah Sullivan, 1-9 -	33 33	16 67	21 94	22 01	1 85	4 44	39 75
By Descaves & Mercier, 1-9 -	33 34	16 67	21 94	22 01	1 85	4 45	39 75
By Lyde Goodwin - - -	33 33	16 67	21 92	22 00	1 84	4 45	39 75
	$300 00	$150 00	$197 43	$198 08	$16 64	$40 00	$357 75

BALTIMORE, *Jan.*, 30*th*, 1817.

Letter to Captain Thomas Boyle, at New Orleans.

Original, per mail to New Orleans, 31st January.
Duplicate do do 1st February.

Captain THOMAS BOYLE.

DEAR SIR: Your favor of the 25th ultimo was received yesterday, by which I learn with regret that you had arrived at New Orleans, without having received any payment from Gen'l Mina; and, from the general tenor of your letter, with little or no prospect of soon realizing our expectations; you have, however, thus far, acted conformably to your instructions, and therefore no blame can, in the slightest degree, attach to you.

You must ere this have heard of the *treachery* of Gen'l Toledo, by whom Gen'l M. was dissuaded from his original intention of proceeding to Boquilla de Piedras, which is much to be regretted, as there is little doubt had he gone thence, instead of Galveston, he would have completely succeeded; the particulars of this affair have long since been forwarded to New Orleans, to be transmitted to Galveston for the government of Gen'l Mina, and we were not without hopes that he would have received it in time to induce him to abandon his designs upon Pensacola, and resume his original plans; it is well known here that the Government of Havana is in possession of Mina's whole views with regard to Pensacola, and there is not the least doubt that it has taken measures not only to frustrate them, but to catch him if he makes the attempt; it is, therefore, the opinion of the concerned, that he should no longer think of Pensacola, but now that he is in Mexico turn his attention to the completion of his original views.

We are unable to understand that part of your letter in which you speak of the "disasters of Dr. Meir, and Col. Yhari, and that of Col.

Montillas and Mr. St. Maria, and beg that you will immediately give us the particulars, stating precisely in what way Gen'l M. was inconvenienced by them, and how "all is now in good train, &c.;" it would also afford us much satisfaction to have from you a particular account of Galveston, its distance from the Balize, the draft of water you can carry into the harbor, whether it is protected by batteries or otherwise from the enemy; and, indeed, everything connected therewith which may be interesting to the concern.

Mr. Smith is not in town, as soon as he returns, which will be in about a week, I will take care to have a credit lodged in Orleans for you to the amount you require; the $150 you speak of was paid a few days after your departure, and I regret the subject was ever mentioned to you by your friends.

It is the wish and expectation of *the* concerned that you will remain in that country as long as there is the least probability of your obtaining any thing on account from General M.; it is important to have some person in whose judgment and experience we can confide; we know of no one who possesses more of both than yourself, and in whom we have more confidence; it may be well also for you to reflect whether, considering the little commercial business now doing in Baltimore, it is not for your interest to remain, until you have finally completed our views, or until there is no longer any probability that your presence there can be of service to us.

We beg you to keep us regularly advised, by every mail, of your proceedings, and of every circumstance that may in any shape interest us.

There is a rumor, which seems to be well founded, that the Spanish Government has proposed to cede East Florida to us; if this be so, Pensacola will very soon become the property of the U. S.

I am, dear, sir, on behalf of the concern and self, yours, sincerely,

(Signed) LYDE GOODWIN.

BALTIMORE, *April* 10*th*, 1817.

Capt. THOMAS BOYLE.

DEAR SIR: Believing that there is little or no prospect of being speedily reimbursed for our supplies to Gen. Mina, we deem it unnecessary that you should remain any longer in New Orleans; you are therefore at liberty, on receipt of this, to return home. Messrs. Dorsey & McLanahan, who are are about to establish themselves in New Orleans, have our power of attorney to act in your place, to whom you will please deliver the original invoice of the cargo of Calypso, Genl. Mina's recepits, &c., and furnish them with all the information relative to this business you may possess

We are, respectfully, your most obedient servants,

(Signed) LYDE GOODWIN,
D. A. SMITH.

BALTIMORE, 10*th April*, 1817.

Gen. MINA.

SIR: Capt. Boyle being directed to return home, we have empowered Dorsey & McLanahan, merchants recently established at New Orleans, to attend to our interest in that quarter; we have, therefore, to request you will be good enough to recognise them as our agents, and communicate freely with them on all subjects relating to our affairs; should either of those gentlemen visit you, we beg your polite attention to them.

And are, dear sir, with great respect, your most obedient servants,

(Signed) D. A. SMITH,
LYDE GOODWIN.

BALTIMORE, *April* 10, 1817.

Messrs. DORSEY & MCLANAHAN.

GENTLEMEN: We hand you herewith copies of invoice of cargo of brig Calypso, Capt. Boyle, account of sundry articles furnished for the use of Genl. Mina to the ship Caledonia and schooner Felix Cubana, and Genl. Mina's receipt for money advanced him here, together with our power of attorney, to enable you to recover the amount from Genl. Mina.

The advices we have received from Genl. Mina since his departure from Baltimore, do not enable us to form any opinion as to the probable result of his expedition; whatever it may be, however, our chance of being repaid for the excessive supplies will depend in a great degree upon the vigilance of our agents; we have therefore most earnestly to beg your unremitted attention to this business. It is more than probable that, by the time you reach New Orleans, Genl. M. will have commenced operations, and should he have secured a position either in Mexico or East Florida, where in your opinion you might proceed without personal hazard, it is our desire one of you should do so; or, if it be not convenient to either of you, to substitute to some one in whose integrity and abilities you have confidence, with a view to a more speedy payment; if the whole amount cannot be got at one time, you will receive any part thereof, either in money or any description of merchantable property.

We have entered as much into detail on this subject as the nature of it will admit. Various circumstances may occur, which at present cannot be foreseen or provided for. You will be near the scene of action, and must be governed accordingly; in short, you will use your own discretion, and act for us as you would do under similar circumstances for yourselves. We request you to bear constantly in mind the propriety of writing whenever you have any thing which can possibly interest us, directing your letters to Lyde Goodwin.

Capt. Boyle has the original invoices, receipts, &c., in his possession; should you find him in Orleans, you will please procure them from him.

You will be allowed as commission in this business five per cent., which is to be considered as full compensation for receiving and remitting.

We are, respectfully, gentlemen, your obedient servants,

(Signed) LYDE GOODWIN,
D. A. SMITH,
JOHN GOOD*WIN*,
JAS. WILLIAMS,
HOLLINS & McBLAIR,
JEREM. & JOHN SULLIVAN.

BALTIMORE, *July* 15*th*, 1822.

To DENNIS A. SMITH, esq., and GEN'L JAMES WILKINSON.

GENTLEMEN: We beg leave to hand you herewith the necessary documents to enable you to present and prosecute our claim for indemnity &c., from the Mexican Government, for supplies furnished to the late General Mina, and for your services therein we agree to allow you fifteen per cent. (between you) commission on the amount received; it being hereby understood that this commission is to be in *kind*, that is to say, whether the claim be adjusted in money, funded debt, or any other description of property.

You will please remit whatever may be received in money or scrip to Lyde Goodwin and George Winchester, and you will correspond on the subject, you possess therein, &c., with the first named gentleman.

We hope and expect you will keep us regularly advised of your proceedings, and are, with great respect, your most obedient servants,

Signed, LYDE GOODWIN.
J. GLENN for self, and
E. MORGAN, Assignees of T. Sheppard.
GEO. WINCHESTER,
Trustee of John Gooding and James Williams.
P. A. GUESTIER, Assignee of Descaves & Mercier.
HOLLINS & McBLAIR.
JERE. SULLIVAN.

BALTIMORE, *June* 23*rd*, 1824.

SIR: In the year 1816, several gentlemen, citizens of the United States, and merchants of this city, of whom I was one, furnished to General Xavier Mina, commander of an expedition intended to aid in the emancipation of Mexico from the yoke of Spain, supplies of various kinds, and took his receipts therefor, to be paid as soon after his arrival in Mexico as circumstances would admit. The unfortunate death of General M. before the accomplishment of his object, left us without any hope at that time of being repaid; but immediately after the establishment of an independent government in that country, which was

hastened by the effect of Gen'l M's expedition, we made a claim for the amount of our supplies, and authorized Gen'l James Wilkinson to prefer and prosecute it. Gen'l W. has succeeded in getting our accounts and vouchers passed by the proper tribunal as sufficiently authenticated, but has not yet been able to obtain a formal recognition of the debt.

I have understood from high authority that claims of a similar nature had been paid to citizens of the United States by the Government of Buenos Ayres, and that the payment thereof had been greatly facilitated by the intercession of our minister to that Government, who was instructed to interpose his good offices by the honorable the Secretary of State.

As this debt was contracted with a distinguished soldier who embarked in the cause of Mexico at the instance of Dr. Mier, the authorized agent of the revolutionary party, and now a prominent member of their Congress, and as it is in itself, according to our view of it, a perfectly fair mercantile transaction, we think we have a right to claim the protection of our Government, and if correct in this view of it, to ask that our minister to Mexico may be instructed to use his influence in procuring the payment thereof.

I have the honor to be, with great consideration and respect, your most obedient servant,

LYDE GOODWIN, *Ag't of the Mexican Co.*

To the Hon. JOHN QUINCY ADAMS,
Secretary of State, &c., Washington.

BALTIMORE, *March 19th*, 1825.

The Hon. HENRY CLAY,
Secretary of State, &c., Wash.

SIR: I take the liberty to call your attention to the claims of certain individuals of Baltimore on the Government of Mexico for supplies furnished to General Mina in 1816; for a more particular account of which I beg leave to refer you to the enclosed copy of a letter I had the honor to address to the hon. the Secretary of State in June last.

The deep interest you have always manifested in the cause of the Republics of the South, and the distinguished share you have borne in contributing to the consummation of their liberties and independence, afford just grounds of belief that you will view with a favorable eye the exertions and sacrifices made by the Mexican company of Baltimore to promote that cause. It will not be denied that they were induced in part by the expectation of gain to undertake this expedition; but they should not be doing justice to the sentiments and feelings by which they were actuated, were they not at the same time to declare, that sympathy for the cause in which the gallant Mina was engaged, and great admiration of the man and his principles, were the chief motives for embarking in it.

It is confidently believed that there is nothing in the nature of this transaction which forbids the Government of our country from affording us its protection, and of urging upon that of Mexico the justice of our claim. Should this, however, be inadmissible, we beg that our minister may be instructed to use his friendly interposition in our behalf.

Mr. Dennis A. Smith, who will have the honor of delivering this, is largely interested in the claim, and will be able to afford you any further information you may require in relation thereto, in behalf of the Mexican company.

I have the honor to be, with great consideration and respect, your obedient servant,

LYDE GOODWIN.

BALTIMORE, *March 21st*, 1825.

To ROBERT OLIVER, esq., *Baltimore*.

SIR: It having been agreed by the original proprietors of the shares of the Baltimore Mexican Company that Lyde Goodwin, the agent of said company, should receive a commission of 5 per cent. for his services on the amount recovered by said company, you are hereby authorized to pay over to his order 5 per cent. on the amount so received.

ROBERT HOLLINS, Trustee of Hollins & McBlair.
H. SCHUARTZE, Assignee of
P. A. GUESTIER, Assignee of Descaves & Mercier.
BENJ. C. HOWARD,
One of the trustees of Hollins & McBlair.
JOHN SULLIVAN,
Surviving partner of Jeremiah and John Sullivan.
GEO. WINCHESTER, Trustee of Gooding & Williams.
CHARLES F. MAYER, Trustee of Hollins & McBlair.
DAVID HOFFMAN, Trustee of Hollins & McBlair.
J. GLENN, Assignee of T. Sheppard.
EDW. MORGAN, Assignee of do.

For the Sanish translation of these affidavits, see pages 76 and 77.

UNITED STATES OF AMERICA, *State of Maryland, to wit.*

I, John Gill, notary public, by letters patent under the great seal of the State of Maryland, commissioned and duly qualified, residing in the city of Baltimore, in the State aforesaid, do hereby certify, attest, and make known, that on the day of the date hereof, before me, personally appeared Lyde Goodwin and George Monk, both of this city, persons to me, notary, well known, and worthy of full faith and credit, and severally made oath on the holy evangely of Almighty God, as follows: And, first, the said Lyde Goodwin did depose, declare, and say, that he was one of the original owners in the expedition which sailed from this city in the year 1816, commonly known by the Mina expedition, that this book in which this deposition is made is the original book of all the accounts, entries, invoices, and letters appertaining to said ex-

pedition; that the invoice of the cargo of the brig Calypso, commencing at page 12 and ending at page 17 of said book, contains a just, true, and faithful account of the articles therein particularly described, and that the same were laden on board said brig for account and use of General Xavier Mina; that all and singular the several articles described in the following account in said book, headed as follows, to wit: "Disbursements on Spanish schooner Felix Cubana," "Account of sundry articles furnished by Dennis A. Smith," folio 38 and 39, "Sundry disbursements on ship Caledonia," folio 40, "Acknowledgment of General Mina," folio 41, were all furnished for the account and use of said General Xavier Mina, and that said accounts, headed as hereinbefore mentioned, are all just and true as in this book stated, and that the signatures "Xavier Mina," at the foot of each of said invoices and accounts, are all in the proper handwriting of said General Xavier Mina, the same having been signed in the presence of him, this deponent.

And the said George Monk did depose, declare, and say, that he was, at the time the said expedition was preparing, and when it sailed from Baltimore, a clerk of the said Lyde Goodwin; that the invoices and accounts contained in this book are all written by deponent, and that all the facts set forth by said Lyde Goodwin in his deposition are, to the knowledge of deponent, just and true; and that the signatures of Xavier Mina, to the invoices and accounts particularly described by said Lyde Goodwin, are all in the proper handwriting of said General Xavier Mina, the same having been signed in the presence of him, this deponent. And I, the said notary, further certify, that I have been long personally and intimately acquainted with the said Lyde Goodwin and George Monk; that they are both highly respectable inhabitants of this city, and that full faith and credit is due to their declaration. Of which an act having been of me requested, I have granted these presents, to serve and avail as need and occasion may require.

In testimony whereof I have hereunto set my hand and affixed my seal notarial, the 30th day of January, 1826.

[SEAL.] JNO. GILL, *Notary Public.*

LYDE GOODWIN,

GEORGE MONK.

REPUBLICA DE LOS ESTADOS UNIDOS MEXICANO.

Vice Consulado de la Republica de los Estados Unidos Mexicanos en Baltimore.

Certifico que la firma y sello que seven en el anecso documento de "John Gill, Not. Pub.," publico escribano de este Estado de Maryland, son los mesinos que acustumbra usar en todos sus escritos é instrumentos, y á que se da entera fé y credito tanto enjuicio como fuero de el.

Y tambien certifico que yo conozco persona linenté á los senores "Lyde Goodwin y George Monks," que son habitantes mioyrespetables de esta ciudad y que seda á sus declaraciones entera fé y credito.

Y para que conste doy esta, firmado de mi mano y sellada con el

sello del vice consulado de la Republica de los Estados Unidos Mexicanos en Baltimore, á treinte de Jenero de mil ocho cientos veinte y seis.

CHARLES TIERNAN.

{ Vice Consulado Mexicano en Baltimore. }

[TRADUCCION.]

ESTADOS UNIDOS DE AMERICA, *Estado de Maryland, a suber.*

Yo, Juan Gill, notario publico, en virtud de letras patentes selladas con el gran sello del Estado de Maryland, comisionado y debidamente autorisado, vecino de la ciudad de Baltimore, en el referido [estado,] certifico, testifico, y hago saber: que en este dia de la fecha comparecieron personalmente ante mi, Lyde Goodwin y George Monk, ambos de esta ciudad, personas a mi, el notario, bien conocidos y dignas de entera fé y credito; losquales habienda jurado por los santos evangelios declararon como sique: primeramente, el Lyde Goodwin declara, depone, y dice, que el fue uno de los primitivos interesados en la expedicion que salio de esta ciudad en 1816, conocida con el titulo de expedicion de Mina; que este libro, en que se hace la presente declaracion, es el libro original de todas las cuentas, entradas facturas y cartas pertenecientes a dicha expedicion; que la factura del cargamento del bergantin "Calypso," emperando por la 12 y terminando con la pagina 17 de dicho libro, contiene una relacion exacta, verdadera, y fiel de los efectos que alli se anotan por menor, y que dichos efectos fueron embarcados en dicho buque por cuenta, y para el uso del General Mina; que todos y cada uno de los efectos de tallados en la cuenta que se halla en el expresado libro, y esta encaberada, "Desembolsos por cuenta de la golita espanola Felix Cubana," y la cuenta de varios objetos suplidos por D. A. Smith, foxas 38 y 39, y la intitulada diversos gastos por cuenta de la fragata Caledonia, foxa 49, y el reconocimiento del General Mina, foxa 41, todo fue subministrado por cuenta, y para el uso del citado General Xavier Mina, y que dichas cuentas encabezadas como va expresado arriba son todas exactos, y verdaderas como en dicho libro se maniesta, que las firmas de "Xavier Mina, que se ven, y al pie de cada una de dichas cuentas y facturas son todas de la propia mano y letra dicho General Mina, habiendo sido puestas en presencia del que declara.

Y el mencionada George Monk depuso, declaro, y dixo, que al tiempo en que se estaba disponiendo dicha expedicion, y despues quando se despacho de Baltimore era el dependiente del citado Lyde Goodwin, y que las facturas y cuentas que contiene este libro estan todas *todas* escritas por el que declara, y que le consta ser positivos y verdaderos los hechos que refiere Lyde Goodwin en su declaracion, y que la firma de "Xavier Mina," que se ve en las facturas y cuentas de que hace mencion particular dicho Lyde Goodwin es la propia firma y letra de dicho General, el cual firmó en presencia de el que declara.

Y yo, el suso dicho notario, certifico ademas que he conocido por largo tiempo e intimamente a los dichos Lyde Goodwin y George Monk, y que los dos son sujetos de mucho respecto en esta ciudad, de que son

habitantes, y que se debe dar entera fé y credito a sus declaraciones. Y habiendoseme pedido un acta de todo he librado la presente para que sirva y aproveche quando convenga.

En fé de lo qual la he firmado y puesto en ella mi sello de oficio, hoy 30 de Enero de 1826.

(firmado) LYDE GOODWIN,
(firmado) GEORGE MONK,
(firmado) JOHN GILL, *Not. Pub.*

And thereupon, further process of and upon the premises between the parties aforesaid is, by virtue of an act of Assembly in such cases made and provided, further continued before the court of appeals here, until the second Monday in June next; the same day is given to the said parties there, then to hear the judgment of the court of appeals here of and upon the said premises, and so forth.

And now, at this day, to wit, the said second Monday in June, being the eleventh day of the said month, in the year of our Lord one thousand eight hundred and forty-nine, come again into the court of appeals here the parties aforesaid, by their attorneys aforesaid; whereupon, as well the record and proceedings aforesaid, and the decree given in form aforesaid, as the matters aforesaid, by the said Charles Oliver and others, above for errors assigned, being seen, and by the court of appeals here fully understood, and mature deliberation thereupon had; for that it appears to the court of appeals here that there is error in the record of proceedings aforesaid, and in giving of the decree aforesaid; therefore it is considered by the court of appeals here, that the decree aforesaid, given in form aforesaid, be in all things reversed and annulled as respects the said George M. Gill, permanent trustee of Lyde Goodwin; and thereupon the said court of appeals here upon the appeal aforesaid, order, adjudge, and decree as follows, to wit:

Court of appeals, June term, 1849.

CHARLES OLIVER, Robert M. Gibbs, and Thomas Oliver, executors of Robert Oliver, and John Glenn and David M. Perine, trustees, &c.,
vs.
GEORGE M. GILL, permanent trustee of Lyde Goodwin and others, appeal in the case of Thomas & White vs. D. Smith and others.

The appeal in this case coming on for hearing, and having been fully argued by the solicitors of the respective parties, has been since fully considered by the court; and it appearing to the court that that part of the decree appealed from of the court below, which directed any portion of the fund in controversy to be transferred or paid to the appellee, Geo. M. Gill, as permanent trustee of Lyde Goodwin, was erroneous, and should be reversed; and it also appearing to the court that said portion of said fund should be paid over and transferred

to the appellants, Charles Oliver, Robert M. Gibbs, and Thomas Oliver, as executors of Robert Oliver, in the proceedings mentioned, together with all accumulations of interest or dividends since accruing upon the same:

It is thereupon, by this court, and the authority thereof, on this twenty-third day of June, in the year one thousand eight hundred and forty-nine, adjudged, ordered, and decreed, that the said decree of the court below, so far as the same adjudged and decreed any portion of the fund in controversy to be transferred or paid to the said George M. Gill, as permanent trustee of Lyde Goodwin, be and the same is reversed and annulled; and this court proceeding to pass such decree in the premises as they are of opinion should have been passed by the court below, do further adjudge and decree, that all and every part of such portion of said fund, so by the court below decreed to be transferred or paid to said George M. Gill, as trustee aforesaid, be, by the trustees in the proceedings mentioned, David M. Perine and John Glenn, transferred or paid over to the appellants, Charles Oliver, Robert M. Gibbs, and Thomas Oliver, as executors of Robert Oliver; together with all and every accumulations of interest or dividends, or investments of the same, made or accruing in and upon such part or portion of said fund; and it is further, by this court and its authority, adjudged and decreed, that all other portions of the decree of the court below, except such as is hereby reversed, be, and the same is hereby, affirmed; it is further adjudged and decreed, that the reversal of the decree of the court below be without costs.

THO. B. DORSEY,
ARA SPENCE.

And thereupon, according to the provisions, force, and effect of the act of the General Assembly of Maryland of 1832, chapter 302, section 6, the said court of appeals here file the opinions of the court for and in respect of its determination of the appeal aforesaid, the determination of the said court of appeals being had upon oral argument on the part of the parties aforesaid, and which said opinions are as follows, to wit:

The opinion of the honorable Robert N. Martin, one of the judges of the said court.

EXCUTORS OF ROBERT OLIVER
vs.
GEORGE M. GILL, trustee of Lyde Goodwin.

In my opinion the decree of the court below in this case was correct and ought to be affirmed.

I think that G. M. Gill is to be considered, upon the true construction of the insolvent laws of Maryland, as duly and legally appointed the permanent trustee of L. Goodwin, and as such trustee was competent to institute this petition.

Those who claim the share of Lyde Goodwin in the Mexican association, as the representatives of Robert Oliver, rely upon the deed of G. J. Brown, of the 21st of March, 1825, and upon the assignment of L. Goodwin to Robert Oliver, of the 30th of May, 1829.

In my opinion the appellants cannot make title to the share in question through either of these deeds.

G. J. Brown, as the provisional trustee of L. Goodwin, was certainly incompetent to convey this property; and it is, I think, equally clear that L. Goodwin, by his application for the benefit of the insolvent laws, became incapable of assigning any portion of his estate.

In my opinion there is no force in the objection that G. M. Gill, as the trustee of L. Goodwin, cannot insist upon this claim, assuming it to be in other respects unexceptionable, upon the ground of its supposed original turpitude as an infraction of the law of nations or the neutrality act of 1794.

I think that the treaty between the United States and Mexico, of the 11th of September, 1829, and the act of Congress of the 12th of June, 1840, passed for the purpose of carrying into execution the stipulations of the treaty, and the award of the commissioners under this treaty, are to be considered as a conclusive and binding recognition of the validity of this claim, and that it is not in this proceeding to be questioned or disputed.

The opinion of the honorable Thomas B. Dorsey, chief judge, and of the honorable Ara Spence, judge.

June term, 1849.

Court of appeals. Appeal from the equity side of Baltimore county court.

OLIVER'S executors and others
vs.
GEORGE M. GILL, permanent trustee of Lyde Goodwin, and all. } No. 143.

The majority of this court, who sat in the trial of this cause (and by which was decreed the reversal of the decree of the county court) at the instance of the solicitors of the appellees, briefly state the following as their reasons for such reversal: They are of opinion that the entire contract, upon which the claim of the appellees is founded, is so fraught with illegallity and turpitude, as to be utterly null and void, and conferring no rights or obligations upon any of the contracting parties which can be sustained or countenanced by any court of law or equity in this State or of the United States; that it has no legal or moral obligation to support it, and that, therefore, under the insolvent laws of Maryland, such a claim does not pass to or vest in the trustee of an insolvent petitioner. It forms no part of his property or estate, within the meaning of the legislative enactments constituting our insolvent system. It bears no analogy to the cases, decided in Maryland and elsewhere, of claims not recoverable in a court of justice, which nevertheless have

been held to vest in the trustees of an insolvent or the assignees of a bankrupt. In the case referred to, the claims as concerned those asserting them, were, on their part, tainted by no principle of illegality or immorality; on the contrary, were sustained by every principle of national law and natural justice, and nothing was wanting to render them recuperable, but a judicial tribunal competent to take cognizance thereof. Wholly dissimilar is the claim before us. Such is its character, that it cannot be presented to a court of justice but by a disclosure of its impurities; and if any thing is conclusively settled, or ought to be so regarded, it is, that a claim, thus imbued with illegality and corruption, will never be sanctioned or enforced by a court either of law or equity.

Entertaining this view of the case, it is unnecessary to examine the various minor points which were raised in the argument before us.

Test: R. W. GILL, *Clerk*.

Afterwards, to wit, on the twenty-sixth day of September, in the year of our Lord one thousand eight hundred and forty-nine, the aforesaid George M. Gill, permanent trustee of Lyde Goodwin, by his attorneys aforesaid, produces to the court of appeals here the writ of the United States for the correction of errors of and upon the premises, commanding the record and proceedings of the decree last aforesaid, so as aforesaid rendered, with all things concerning the same, to be transmitted to the Supreme Court of the United States; which said writ of error follows in these words:

THE UNITED STATES OF AMERICA, *ss.*

The President of the United States, to the judges of the court of appeals for the Western Shore of Maryland, greeting:

Seal of the circuit court, Md.

Because in the record and proceedings, as also in the rendition of a decree of a plea which is in the said court of appeals before you, or some of you, in which Charles Oliver, Robert M. Gibbs, and Thomas Oliver, executors of Robert Oliver, and John Glenn and David M. Perine, trustees, &c., were appellants, and George M. Gill, permanent trustee of Lyde Goodwin, under the insolvent laws of Maryland, was appellee, a manifest error hath happened, to the great damage of the said George M. Gill, trustee of the said Lyde Goodwin, as by his complaint appears; we being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you that if decree be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at the city of Washington, on the first Monday in December next, in the said Supreme Court to be then and there held; that the record and proceedings being inspected, the said Supreme Court may cause further to be done therein, to correct that error, what of right and according to